STATE OF LOUISIANA SOUTHEASTERN LOUISIANA UNIVERSITY HAMMOND, LOUISIANA

(A Member of the University of Louisiana System)

REQUEST FOR PROPOSAL

TO LEASE FOOD SERVICE FACILITIES

FOR THE OPERATION OF DINING SERVICES

ON THE UNIVERSITY CAMPUS

ISSUING AGENCY: Southeastern Louisiana University

Purchasing Department

SLU 10800

Hammond, LA 70402

DIRECTOR OF PURCHASING: Richard Himber

Phone: (985)549-2064 Fax: (985)549-3810

CONTRACT COORDINATOR: Connie Davis, Director of Auxiliary Services

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RFP RELEASE DATE: November 3, 2022

PRE-PROPOSER CONFERENCE DATE: November 28, 2022 --> MANDATORY FOR ALL

PROPOSERS*

PRE-PROPOSER CONFERENCE TIME: 1:00 p.m., Central Standard Time

CONFERENCE LOCATION: Southeastern Louisiana University

War Memorial Student Union Building

Room 2202

Hammond, Louisiana

PROPOSER INQUIRY DEADLINE DATE: December 12, 2022

PROPOSER INQUIRY DEADLINE TIME: 4:30 p.m., Central Standard Time

RFP RETURN DATE: January 9, 2023

RFP RETURN TIME: 4:00 p.m., Central Standard Time

PROPOSER PRESENTATIONS: January 23 - 25, 2023 (TENTATIVE)

(*) Failure to be represented at the mandatory pre-proposer conference shall cause rejection of the proposal without further consideration.

University Stakeholders will not be available for discussion once the RPF is released aside from the established schedule.

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GENERAL INFORMATION

OVERVIEW

Southeastern Louisiana University requests proposals from qualified food service providers to lease facilities under Louisiana Revised Statute 17:3361, for the operation of dining services on the university's campus and who will commit adequate capital improvements to facilitate those services commensurate with the university's dynamic growth and strategic plan.

THE UNIVERSITY

Southeastern Louisiana University is located in Hammond, Louisiana, the heart of Louisiana's "Florida Parishes." Hammond is located at the intersection of Interstate Highways 55 and 12, approximately 60 miles north of New Orleans, Louisiana's largest city, and 40 miles east of Baton Rouge, the State's capital. The University has a current enrollment of approximately 13,500 students with a faculty and staff population of approximately 1,400.

HISTORY OF THE UNIVERSITY

On July 7, 1925, the voters overwhelmingly approved a bond issue that created Hammond Junior College. Operating under the auspices of the Tangipahoa Parish School Board, President Linus A. Sims opened the doors on September 14, 1925 with a faculty of three women, two men and forty students. The two-year coeducational institution offered basic undergraduate work in arts and sciences that culminated in a teaching certificate.

Rapidly increasing enrollments quickly forced the college out of its two rooms in Hammond High School. In 1927, voters supported the purchase of the Hunter Leake estate on Hammond's north end. In 1928 Hammond Junior College became Southeastern Louisiana College and was formally adopted into the state educational system under the control of the State Board of Education. The purchase of sixty acres adjoining the original fifteen-acre plot provided the space to develop a suitable campus, and in 1934, a state bond issue provided for the construction of McGehee Hall and a gymnasium.

In 1937, the State Board of Education authorized curricula for four-year programs in liberal arts, teacher education, business administration, music, social sciences, and physical education. The first baccalaureate degrees were conferred in May 1939.

Voter approval of Act No. 388 in 1938, an amendment to the 1920 Louisiana Constitution, granted Southeastern Louisiana College the same legal status as other four-year colleges. The amendment; however, did not require the state to fund the University at the level of other institutions of higher education, despite strong local support.

On January 18, 1946, the State Board made available funds to purchase seven city blocks east and west of the campus, and 275 acres of land north and northwest of the campus, increasing the University's total area to approximately 365 acres.

On March 3, 1946, the University was formally approved and accepted into full

membership in the Southern Association of Colleges and Schools (SACS), as a four-year degree-granting institution.

In 1960, the State Board authorized the University to offer master's degrees through the newly-formed Division of Graduate Studies. The University began awarding the Education Specialist degree in 1967.

On June 16, 1970, Honorary John J. McKeithen, Governor of the State of Louisiana, signed the legislative act changing the name of the institution to Southeastern Louisiana University. The early 1970's also saw the construction of D. Vickers, the Athletics Building, and the C.E. Cate Teacher Education Building.

The 1974 Constitution of the State of Louisiana created the Louisiana Board of Regents with certain powers, duties, and responsibilities relative to all public institutions of higher education in the State of Louisiana. The 1974 Constitution also established three higher education management boards, placing Southeastern under the Board of Trustees for State Colleges and Universities.

In October of 1986, a group of faculty members launched Fanfare, a festival celebrating the arts, humanities and sciences. Since then, Fanfare has become an acclaimed month-long event, drawing nationally and internationally recognized artists and providing recognition for those closer to home. In addition to providing entertainment for the North Shore, Fanfare has an educational outreach program that works closely with local schools.

The University celebrated its 75th anniversary in 2000 and the Fall semester marked an exciting change as the University implemented screened admissions standards for the first time.

As we entered a new century, the University continued to expand its infrastructure with the completion of the Village Organizational Housing, Fayard Hall, and the Claude B. Pennington, Jr. Student Activity Center during 2000-2001 academic year. The Teacher Education Center Renovation and Addition was completed in 2003, the Biology Building Renovation and Addition in 2004, eight new residence halls in 2005, the Meade Hall Classroom Renovation in 2007, the Kinesiology & Health Studies College of Nursing Renovation and Addition in 2011, the Expansion and Renovation to the War Memorial Student Union in 2015, the Science and Technology Building in 2017, and the Ascension and Twelve Oaks residence halls in 2018. Also, during this time, in 2006, Southeastern opened the Center for Student Excellence. This unique student-centered learning center students assistance with academic advising, mentoring, career exploration, and other academic support programs such as tutoring, with the goal of providing students the knowledge, skills, and dispositions needed to navigate through the college experience and maximize learning. The center was the result of a campus-wide effort that continues to provide services and programming designed to improve the freshman experience at Southeastern.

Program offerings and other initiatives also expanded as we entered into the 21st century. In May 2001, Southeastern received full approval from the Board of Regents for its first new graduate degree program in more than a decade, a Master of Science in Integrated Science and Technology. Since then, Southeastern received approval for seven additional programs: Master of Arts in Organizational Communications, Master of Science in Applied Sociology, Bachelor of Science in Athletic Training, Bachelor of Science in Health Education & Promotion, Bachelor of Science in Health Studies, Bachelor of Science in Occupational Health, Safety & Environment, and Master of Arts in

Teaching.

In Fall 2005, Southeastern implemented the Board of Regents Master Plan Admissions Criterion and then six days into the semester, Hurricane Katrina hit Southeast Louisiana. While Southeastern suffered no major structural damages, many students, faculty and staff were impacted. Also, Southeastern was able to play an instrumental role in the relief effort by providing housing for the National Guard, disaster relief teams from across the country, and utility workers.

In Fall 2006, Southeastern enrolled its very first doctoral students. Ten students began in the Doctor of Education in Educational Leadership Program, which Southeastern began offering in conjunction with the University of Louisiana- Lafayette. The implementation of the doctoral program is a historic moment for Southeastern. As one of the state's largest producers of teachers, the doctoral program is a natural progression for the excellent teacher preparation program that Southeastern has operated since the institution was first created.

Since 1925, many dedicated individuals have led the University from a junior college to the vibrant university it is today. Those individuals are: Linus A. Sims, Yves Leon Fontenot, J. Leon Clark, George W. Bond, Gladney Jack Tinsley, Luther Dyson, Clark LeBlanc Barrow, J.B. Wooley, Clea Parker, J. Larry Crain, G. Warren Smith, Sally Clausen, Randy Moffett, and John Crain.

STATUS OF THE OPERATION

The 2022-2023 University Catalogue, page 156, states; "All unmarried full-time undergraduate students with less than 60 hours, regardless of age or whether or not they have been emancipated, are required to live in on-campus residence halls as long as space is available." Additionally, those students are required to purchase meals from university dining services (mandatory meal policy). Due to these requirements, it is imperative that those services provide the highest possible student satisfaction and positive perception of value.

University Campus Dining Services plays an instrumental role in students' satisfaction or dissatisfaction levels. Substandard dining services jeopardize the financial integrity of both Housing and Food Service operations.

The university outsourced its dining services over 30 years ago. Many positive changes and growth have occurred under this model. It continues to be the university's desire to lease the various food service facilities to a food service company to provide a variety of dining concepts for the university community.

The current residential dining facility, built in 2014, is housed in the War Memorial Student Union, which is the hub of activity on campus. This new facility was part of an expansive renovation and expansion project for the Student Union. The new building features three stories with the 3rd story featuring ballroom and meeting space, the 2nd story housing the primary dining restaurant The Mane Dish, and the 1st story offering the Lion's Den Food Court and administrative offices for Dining Services and Catering staff.

The renovations to the Student Union were completed in 2015 featuring dining concepts, the University Bookstore, the University Counseling Center, the Center for Student Excellence, the University Health Center, the Office of Career

Services, meeting rooms, and several other student services offices.

CURRENT DINING LOCATIONS

Dining Operation

- Mane Dish - Chick-Fil-A - Panda Express - Taco Bell

- Mooyah

- Union Market (Grab 'n Go)

- Starbucks - Pizza Hut

- The Marketplace (Grab 'n Go) Student Union 1st Floor

- Subway Cafe - Java City

- Mane Market (Grab 'n Go)

- North Campus Market (Grab 'n Go) North Campus

Location

Student Union 2nd Floor Lion's Den Food Court Student Union 1st Floor Student Union 1st Floor South Campus

Sims Memorial Library

Louisiana Hall (residence hall) - Ascension Market (Grab 'n Go) Ascension Hall (residence hall)
- Mane Market Too (Grab 'n Go) Garrett Hall (College of Business)

> See Appendix A for the current hours of operation for Dining Services.

CURRENT MEAL PLAN OPTIONS - 2022-2023

ТҮРЕ	AVAILABLE TO	MEALS*	SEMESTER GOSTS	DECLINING BALANGE**
Cub Plan***	All Students	150 all-you-can-eat meals per semester PLUS 10 guest passes per semester	\$1,685	\$400
Gold Plan	All Students	10 all-you-can-eat meals per week	\$1,795	\$575
All Access 7 Plan	All Students	Unlimited all-you-can-eat meals per semester PLUS 1 guest pass per week	\$1,855	\$250
Lion VIP Plan	All Students	All Access 7 Plan PLUS one swipe for either a Chick-fil-A breakfast or Starbucks beverage each day Mon-Fri	\$1,995	\$400
Commuter	Commuters and Oaks Residents	Up to full value	\$300	\$300
Pack 18	Commuters and Oaks Residents	18 all-you-can-eat meals per semester plus Declining Balance	\$400	\$295
Pack 48	Commuters and Oaks Residents	48 all-you-can-eat meals per semester plus Declining Balance	\$600	\$375

Organizational Plan 1	Greeks	Up to full value	\$1,050	\$1,050
Organizational Plan 2	Greeks	80 all-you-can-eat meals per semester plus Declining Balance	\$785	\$150

^{*}Meal swipes used at the Mane Dish

- Members of Greek Organizations who live in an Organizational House are allowed to purchase the Organizational Meal Plan 1 or 2 to satisfy their meal plan requirement.
- Members of Greek Organizations who live in an Organizational House and have
 60 or more credit hours are exempt from the meal requirement.

MEAL PLAN HISTORY

> See Appendix B for Meal Plan Counts and Pricing

DAYS OF OPERATION

Dining operations align with the University Calendar.

The Mane Dish opens the Sunday before the first day of Fall classes for dinner, with the last day of service on the last day of final exams for the semester. For Fall 2022, those dates are August 14th through December 9th. All retail locations begin full service operations on the first day of classes which was August 17th in 2022 and will continue operations through December 9th.

During the Fall semester, the Mane Dish is closed for 3 days for Labor Day, 4 days for Fall Break, and 5 days for Thanksgiving.

The Mane Dish and all retail locations resume a full operations schedule on the first day of the Spring 2023 semester on January 17th and will maintain operations through the last day of final exams on May 12th.

During the Spring semester, the Mane Dish is closed 10 days for Spring Break which, for 2023, will be Friday, April 7th through Sunday, April 16th.

Retail locations operate on a modified schedule during campus breaks and closures.

STUDENT HOUSING DEMOGRAPHICS

Current (2022-2023) housing capacity at Southeastern is 2,648. Of these beds, 312 are apartment-style facilities for students who have completed 30 or more credit hours; students in these facilities are not required to purchase a meal plan. In addition, 181 beds are in Organizational Housing; these students have been allowed to purchase special meal plans; of the 181, approximately 30% have been exempt from the mandatory meal plan as our policies exempt Greek students with 60 or more credit hours, junior status. The remaining 2,155 beds are

^{**}Declining Balance (Cub Cash) can be used at any campus dining facility

^{***}Default plan for residents if plan not selected

required to purchase a residential dining meal plan.

> See Appendix C for Housing Occupancy

INSTRUCTIONS TO PROPOSERS

PURPOSE

This Request For Proposal (RFP) sets forth requirements and criteria of Southeastern Louisiana University / Southeastern / University / Lessor. The contents of this RFP and the Proposer / Contractor / Lessee proposal response shall become contractual obligations if a contract ensues. The RFP, proposal response and any resulting contract shall be governed under the laws of the State of Louisiana.

GOVERNING REGULATIONS

This solicitation is performed in conjunction with Louisiana Revised Statute 17:3361(A) to a qualified proposer for the operation of dining services on the University's campus. Qualified proposer to lease space from the university shall provide capital improvements to the space or campus.

PROPOSAL RESPONSE FORM

All proposals shall include the proposal response forms provided in the RFP. The proposal response form for signature must be properly signed in ink by an officer of the proposing entity authorized to sign the proposal. Any alterations of the proposal response form or foreign conditions attached thereto may cause rejection of the proposal.

CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the proposal are to be initialed by the proposer. Failure to do so may result in rejection of the proposal without further consideration.

NUMBER OF COPIES

THE ENTIRE RFP SHALL BE REQUIRED TO BE RETURNED WITH THE PROPOSAL RESPONSE. The Proposer shall submit one (1) originally signed proposal and the proposer shall submit sixteen (16) copies of the original proposal response. The proposer shall be responsible for duplicating and retaining any proposal forms and responses for personal record.

REJECTION OF PROPOSALS

The university reserves the right to reject any and all proposals, and to waive any informality. Incomplete, illegible, partial, or informal proposals may be rejected.

SEALED PROPOSAL

The entire proposal response shall be sealed. The name and address of the proposer shall appear on the outside of the proposal response envelope or container. The proposal response envelope/s or container/s shall clearly identify the proposal and scheduled return date and time.

For example: Request For Proposal To Lease Food Service Facilities

Due: 4:00 p.m., Central Standard Time, January 9, 2023

PROPOSALS BINDING

All formal proposals shall be binding for a minimum of One Hundred Twenty (120) calendar days and shall not be withdrawn after the specified return date.

PROPOSAL CONFIDENTIALITY

All proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response.

PROPOSALS DUE

Proposers shall be responsible for the timely delivery of the proposal by the RFP return deadline. Proposals received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Proposals may be withdrawn by the proposer upon written or fax request prior to the designated time for return of proposals. Withdrawal notification must be by signature and received by Southeastern's Purchasing Department prior to the designated deadline for return of proposals.

DELIVERY OF PROPOSALS

Each proposal response shall be time recorded upon its delivery by Purchasing Department personnel. The proposer or its agent may hand deliver the proposal and the deliverer should request a written receipt of its delivery. Or the proposer may deliver the proposal by an express carrier securing the signature of the person accepting delivery. Or the proposer may mail the proposal by registered or certified mail return receipt requested.

The address for mailing proposals: Southeastern Louisiana University

Purchasing Department

SLU 10800

Hammond, LA 70402

For hand delivered or express proposals: Southeastern Louisiana University

Purchasing Department

Property Control & Supply Building

2400 North Oak Street Hammond, Louisiana

PROPOSER INQUIRIES

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing in addendum form, shall be considered as valid. Telephone inquiries will not be accepted.

Inquiries concerning the administrative requirements of the RFP shall be submitted to the Director of Purchasing. Inquiries concerning the performance requirements of the RFP shall be submitted to the Contract Coordinator with a copy to the Director of Purchasing.

Inquiries shall be in written form and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the RFP shall be issued in the form of addendum to all known to have received a complete set of documents.

PROPOSAL COST INCURRED

This solicitation does not commit the university to award a contract and the university shall not be responsible for any costs incurred by any proposer in the preparation of any proposal.

PRE-PROPOSER CONFERENCE

A * MANDATORY * pre-proposer conference shall be conducted for the benefit of all proposers on the date and time specified on the cover of the RFP. Proposers shall assemble in the designated location on Southeastern's campus on the date and time specified and the proposer should allow sufficient time to participate in the entire pre-proposer conference. A maximum of five (5) representatives per proposal shall be allowed at the conference. No other arrangements shall be made for any proposer unable to attend on the date and time specified. Failure to be represented at the mandatory pre-proposer conference shall result in rejection of the proposal without further consideration. Proposers may choose to eat breakfast and/or lunch at any of our existing dining venues; we ask that you refrain from discussing this process with any students and/or faculty/staff members on campus outside of the conference.

QUALIFICATION OF PROPOSER

The university reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any proposer to perform the services. The Proposer shall furnish all information and data for this purpose as the university may request. The unreasonable failure of any proposer to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

PROPOSAL GUARANTEE

Each proposer shall furnish a proposal guarantee in the form of a bond from a surety licensed to conduct business in the State of Louisiana and it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. A proposal deposit in the form of a certified check or cashier's check made payable to Southeastern Louisiana University may be submitted in lieu of a bond. The proposal guarantee shall be in the amount of Twelve Thousand Five Hundred Dollars (\$12,500).

The proposal guarantee shall be subject to forfeiture for failure on the part of the successful proposer (a) to satisfy any proposal requirements, or (b) to furnish any required performance guarantees or insurance verifications, or (c) to execute the contract within the time stipulated after official notification is made by the university.

The university shall have the right to retain the proposal guarantee of all proposers until either (a) the successful proposer has satisfied all RFP requirements and the contract has been executed, or (b) all proposals have been rejected. Only proposal guarantees in check form will be returned to proposers.

PERFORMANCE GUARANTEE

The university shall require the successful proposer to furnish a Performance Bond in the amount of the minimum annual rental guarantee of Two Hundred Fifty Thousand Dollars (\$250,000) made payable to Southeastern Louisiana University. The performance bond shall automatically be extended annually by the surety or insurance company after the initial term of the contract.

The surety or insurance company furnishing the performance and payment guarantee shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

The bonds shall secure for the university the prompt and faithful performance of the proposer in strict accordance with the contract.

PERFORMANCE AND PAYMENT BOND FOR CAPITAL IMPROVEMENTS

The university shall require the successful proposer to furnish a Performance and Payment Bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the capital improvement investment for the payment of any and all claims covering performance, labor, and materials associated with the construction of improvements. Performance and Payment Bond shall be made payable to Southeastern Louisiana University.

The surety or insurance company furnishing the performance and payment guaranty shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

The bonds shall secure for the university the prompt and faithful performance of the proposer in strict accordance with the contract.

CERTIFICATE OF AUTHORITY

The successful proposer shall furnish a photocopy of the company's authority to do business in the State of Louisiana pursuant to Louisiana Revised Statute 12:301. If proposer does not presently possess such Certificate of Authority, then the proposer should with urgency contact the Louisiana Secretary of State Corporations Division (225-925-4704) regarding application. Application process may take several weeks to secure certificate and time is of the essence.

LOUISIANA REVISED STATUTE 39:2101 COMPLIANCE

All proposers are given notice of, and shall be familiar with, LA R.S. 39:2101.

The successful proposer shall adhere to Louisiana Revised Statute 39:2101 and any subsequent rules and regulations promulgated by Louisiana Department of Agriculture & Forestry (225-922-1258) for compliance as determined by that agency. Determination of applicability and extent of compliance with the proposer's purchasing operations for meat, poultry, and seafood shall be the responsibility of the proposer.

Food service facilities, use of certified meat, poultry, and seafood products:

- A. All state agencies, state institutions, or local school districts operating food service facilities for students, or for patients or inmates in their custody, shall utilize only those meat, poultry, and seafood products that have met all Louisiana Department of Agriculture and Forestry requirements for grading and certification service.
- B. No contract shall be entered into by any state agency, state institution, or local school district for the operation of any facility that includes a food service facility, unless the contract contains provisions requiring that any meat, poultry, or seafood utilized in such facility has met all Louisiana Department of Agriculture and Forestry requirements for grading and certification service.

CONTRACT NEGOTIATIONS

The university may enter into negotiations with one (1) or more proposers in an effort to arrive at an award determination. The resulting lease shall be based on the submitted proposal and the negotiations concerning it. Should negotiations stall between the university and the first selected proposer, the university reserves the right to break-off negotiations with first selected proposer and begin negotiations with the second selected proposer. The university reserves the right to continue with the third then fourth selected proposer if negotiations stall with the previously selected proposers.

The determination of when negotiations between the university and a selected proposer have stalled and negotiations are to be discontinued with such proposer and begun with another proposer, are at the sole determination and discretion of the university.

THE LEASE

GOALS OF THE LEASE

- 1. The first and foremost goal is to ensure a quality dining service operation. This goal encompasses the quality and variety of the food offered by the multiple locations on campus, innovative means of delivery, customer service, competitive price/value, and the ability of the provider to replace and/or rotate food concepts in a timely and cost-effective manner to keep the food service fresh, up to date and reflect customer preferences as well as national and regional trends. The variety of food being served shall adequately address all dietary preferences and lifestyles, including, but not limited to, vegan, vegetarian, gluten-free and allergen-free options.
- 2. The use of advisory groups (student advisory board, food committee comprised of faculty, staff, and students, etc.) and survey research will provide ongoing assessment of overall dining programs to ensure quality assurance and customer satisfaction.
- 3. Southeastern's current dining operation including current facilities and locations and future locations and facilities shall be evaluated to provide a capital outlay plan that encompasses a flexible proposal for a total campus food delivery solution. The plan may include design, development, financing models, renovation, demolition and new construction to provide a state-of-the-art food service program complementing the mission of the university. The plan should be innovative, vigorous, imaginative and realistically mindful of resource limitations of the university and its students.
- 4. Customer service is a high priority. Southeastern seeks a food service provider with a highly motivated and customer centered management team that is passionate about the quality of the end product as well as delivery. The management team and level of appropriate staff is the corner stone to the success of the total program.
- 5. Southeastern has a commitment to sustainability. Develop a dining program that provides environmentally sustainable food systems that contribute to the economic vitality and quality of life in the community. Expectations include developing partnerships with local producers and direct-farm impact, reducing/composting food waste, enhancing recycling, reducing energy consumption and helping students develop lifelong habits of sustainability and healthy eating.
- 6. Create unique dining experiences that reach beyond breakfast, lunch, and dinner. These experiences will create connections and bring people together through special events. These events will provide opportunities for health and nutrition education and bring a level of excitement to the overall dining experience. They will also open up possibilities to develop partnerships with other business partners and/or university departments to create programming designed to enhance student life on campus.

7. Southeastern's commitment to safety is paramount and this extends into the dining services program. Practices to ensure food safety and sanitation will be put into place via consultation, appropriate food safety training, validation of control and compliance with known food safety risk factors and providing clean well-maintained facilities. The creation of polices and procedures relating to serving safe food will be easily understood and executed by all team members.

GENERAL PROVISIONS OF THE LEASE

Resident Dining, Commuter, and Faculty/Staff Program

The proposer will provide a detailed plan of dining offerings for resident students, commuter students, faculty/staff, and the surrounding community, including; proposed locations, food and beverage concept options, menu cycle development, customized ordering, hours of operation, a mandatory plans and voluntary options including how these plans will be accessed via meal swipe and declining balance combination. Proposers should include their philosophy of service and delivery for a resident dining program including programs and activities which enhance student development and add value to living on campus, and faculty/staff programs enhancing faculty/staff interaction with students outside the formal classroom.

Proposer will address the need for healthy food and beverage options as well as all dietary preferences and lifestyles within the resident dining program.

Proposer will offer an all you care to eat dining program which primarily caters to resident students during all meal periods, but also recognizes the strong participation of commuter students, faculty, staff, and off campus community.

Retail Program

The proposer will provide a detailed plan of food and beverage options offered throughout the campus through the retail offerings. The goal is to provide service to the university community, while growing sales on an annual basis. The plan should include proposed locations, food and beverage concept options, signature and national branded concepts, and hours of operation. Proposers' philosophy of service and delivery including programs and activities to increase awareness and provide opportunities for student interaction and socialization.

Proposer will address the need for healthy foods and beverage options as well as all dietary preferences and lifestyles within the retail dining program.

Proposer will address concerns such as expedited service lines to minimize wait time, mobile ordering, innovative delivery options, menu variety, competitive pricing, and perceived value.

Catering

The proposer will provide a tiered catering guide addressing the needs of students, faculty, staff, and surrounding community. Catering services should include service to the university community and external community, including complete event planning and coordination with competitive pricing. Exclusive rights will be granted for all catering in the War Memorial Student Union, unless an exception is granted by the lessee. For any exception granted, the outside caterer will not be allowed access to Southeastern's food

preparation/dining facilities. Catering rights will be granted on a non-exclusive basis for other areas of campus (Alumni Center, University Residence, The Inn, etc.).

Concessions

Southeastern currently operates the athletic concession program for all competitions hosted on campus through the Lion Athletic Association. However, the proposer should include in their proposal a plan for the management and operation of concessions for athletic and special events. Plan should include a variety of signature and branded offerings, competitive pricing, mobile ordering, seat delivery, and perceived value. The University and successful proposer will agree mutually if lessee will be responsible for concession.

> See Appendix D for Athletic Concessions

Athletic Dining

The University is interested in considering proposals for dining offerings for athletes in athletic facilities, such as a Training Table. Proposer should include in their proposal a plan to implement a dining offering specifically designed for athletes.

Pricing and Service

- 1. The Lessee agrees to charge rates competitive and comparable with those in the higher education dining service industry, as well as local food establishments. All prices will be submitted to the University for approval on an annual basis.
- 2. The Lessee agrees to provide meal services during periods prior to the beginning of semesters, during school closure, and during semester breaks as needed by the University. Costs for these services shall be mutually agreeable.
- 3. The Lessee agrees to provide employment opportunities for students of the University.
- 4. The Lessee agrees to establish a to-go program within the residential dining facility to accommodate the busy lifestyle of the campus community or those who cannot dine the facility because of poor health reasons or other conflicts. To-go program should include packaging that supports our environmentally sustainable initiatives.
- 5. The University reserves the right to negotiate "exclusive" status of the sales of products on its campus. When such rights are granted, contractor shall abide by that agreement (Example: beverage agreement).

Marketing

The Lessee should appreciate the need for marketing and promoting Dining Services designed for the target market — the entire food service community. Print, audio, video, and social media materials shall be approved by university contact. Proposer shall provide a marketing plan for the first 100 days, prior to the start of operations, and submit a three-year operational plan including

activities and special programs centered on student life. More detailed marketing plans should be submitted prior to the start of each semester. Post semester reports should also be submitted summarizing the marketing efforts and results.

Programs and Initiatives

The university is currently receiving Twenty Thousand Dollars (\$20,000) per year for the term of the current agreement for catering services, as requested by the President. Proposer shall include in proposal a committed amount for such services beneficial to the University.

The Lessee is responsible for all aspects of the point of sale equipment and software, including maintenance and hardware/software upgrades. All financial transactions for the point of sale equipment and software is the responsibility of the lessee.

The lessee shall purchase appropriate serving ware (china, flatware, etc.) to be used for special functions as directed by the President of Southeastern or his/her designee.

Proposer shall provide pre-season (August) meals for football, and other sports which can be accommodated at the same meal periods as football (volleyball, soccer, etc.) for the benefit of the University.

Proposer shall provide pre-semester meals (fall, spring, and summer) for the University Housing student staff, approximately 65 students for fall, 65 for spring, and 25 for summer.

Proposer shall provide food and beverage for the annual university Fall Convocation held each August for all faculty and staff at Southeastern (Approximately 500 people are in attendance).

Proposer should include any proposals that will enhance the academic mission of the university and assist in marketing and promotions for the university.

Capital Funds

The proposer should include in its proposal a detailed overview including graphics of the conceptual plan for food service facilities which may include design and development for new facilities, renovation of existing facilities, and demolition of facilities, all which shall align with the previously stated goals of the lease. The proposal should include all financing for both shortand long-range facility goals including the transition of operation(s) where applicable. Proposer should include in their proposal the capital investment for these activities.

University Facilities, Inc., a private corporation formed with the sole purpose of assisting the University with its physical facilities needs, may provide financing for such a project undertaken via the contractor pledging a capital improvement commitment over the term of this lease. This may eliminate the need for the contractor to provide "lump-sum" funding for such a project; however, it is at the sole discretion of University Facilities, Inc.

The financial commitment for the contract ending June 30, 2022 is as follows:

- 2008 Financial Commitment in the amount of Two Million and no/100 Dollars (\$2,000,000) in year 1.
- Facility Refurbishment Fund in the amount of Fifty Thousand and no/100 Dollars (\$50,000) each year in years 6-10 and One Hundred Thousand and no/100 Dollars (\$100,000) each year in years 11-15.
- Commitment for Leasehold Improvements in the amount of Six Hundred Seventy-Five Thousand and no/100 Dollars (\$675,000) each year in years 1-2; Seven Hundred Sixty Thousand and no/100 Dollars (\$760,000) each year in years 3-4; and Nine Hundred Ninety Thousand and no/100 (\$990,000) in years 5-15.

Lease Payment

The successful proposer shall guarantee to the university an annual minimum lease payment. The established lease payment will be due to the University annually, unless actual commission payment exceeds the lease payment. The lessee shall pay the lessor commissions, based on the agreed upon commission rate, when the total amount of commissions exceed the minimum annual lease payment.

The Annual Minimum Lease Payment and Commission Rates for the contract ending June 30, 2022 is as follows:

- Annual Minimum Lease Payment: Two Hundred Fifty Thousand and no/100 Dollars (\$250,000).
- Commission Rates on Sales:

Meal Plan Sales (Mandatory and Voluntary) 5% Retail Sales 5% Catering (non-university related events) 5% Concessions (football only) 15%

Commission rate for mandatory meal plan sales of 5% is based on sales greater than Five Hundred Forty Thousand and no/100 Dollars (\$540,000). Commission rate for mandatory meal plan sales greater than Eight Million and no/100 Dollars (\$8,000,000) is 7.5%. Commission rate for mandatory meal plan sales greater than Ten Million and no/100 Dollars (\$10,000,000) is 10%. Commission rate for mandatory meal plan sales greater than Twelve Million and no/100 Dollars (\$12,000,000) is 12%.

GENERAL CONDITIONS

ACCESS TO RECORDS

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor relating solely to this proposal and any resulting contract agreement.

ACCIDENTS

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University's Campus Police Department (985-549-2222) and thereafter furnish a full written report of such accident.

ASSIGNMENT

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the University. Any attempted assignment under the contract shall be void and of no effect.

CONTRACT AGREEMENT

The contract, and any properly executed amendment thereto, the Request for Proposal, and the Proposer's response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Contractor's proposal.

The Contractor shall execute a contract with the University, in a form prescribed by the University, no later than thirty (30) calendar days of University notification to execute the contract.

The contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the contract.

CONTRACT EXTENSION

The proposed lease will be for a period of fifteen (15) years and may be extended in additional five (5) year increments if mutually agreed upon in writing by the lessee and lessor. In accordance with the provisions of Louisiana Revised Statue 17:3361, the maximum length of the lease with any and all agreed upon extensions shall not exceed a period of ninety-nine (99) years from the date of inception of the initial lease.

COPYRIGHTS AND PATENTS

The Contractor shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind

for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract agreement of which Contractor is not the patentee, assignee, or licensee.

DISPOSAL OF NON-HAZARDOUS MATERIALS

The Contractor shall at all time keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status or any other factor prohibited by law

FORCE MAJEURE

Both parties agree that, if by reason of an unforeseen event related to acts of God or Government, including but not limited to, a global health epidemic/pandemic or outbreak of disease, a war, a strike or lockout or any other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

HAZARDOUS WASTE GENERATION

In the event the Contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Contractor and not the University.

INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or

attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the contract agreement shall be deemed employees solely of the Contractor and shall not be deemed for any purpose whatsoever employees or agents of, acting for or on behalf of, the university. The Contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the contractor with respect to third parties shall be binding on the university.

INSPECTION OF FACILITIES

The Contractor shall visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed services. No additional allowance shall be granted to any contractor because of lack of knowledge of conditions.

INSURANCE

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives or employees. The cost of such insurance shall be borne by the contractor. See specific requirements regarding insurance elsewhere in the RFP.

The insurance afforded by this policy shall not be suspended, voided, cancelled, and reduced in coverage or in limits during the term of the contract.

LATE PAYMENT PENALTY

If the vendor fails to make payment to the university for any obligation that is due within ninety (90) days of the date payment is due, the vendor shall pay, in addition to the payment, interest on the amount due at the rate established annually by the Louisiana Commissioner of Financial Institutions, from the ninety-first (91 $^{\rm st}$) day after the date payment is due.

LAWS

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The Contractor shall at all times keep the university free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the contractor pursuant to the terms of the contract. If any such lien shall at any time be filed against the university's premises in connection with the contract and the contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the university may, without prejudice to any right or remedy available to the university, contact the surety or insurance company furnishing the performance and payment guarantee and demand the lien be removed or discharged (by payment or bond or otherwise). The contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the university in resolving said lien.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract determined by the university to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the contractor shall be to the last known address on file with the university, unless otherwise amended in the contract. Notification to the university shall be to: Southeastern Louisiana University, Purchasing Department, SLU 10800, Hammond, LA 70402

PERMITS AND LICENSES

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the contractor shall post or display in a prominent place such permits and/or notices as are required by law.

PERSONNEL

The Contractor agrees that, at all times, the employees of the contractor furnishing or performing services under the contract shall do so in a proper, workmanlike, and dignified manner.

The University reserves the right to require the contractor to remove any employee employed under the contract when the university deems it to be in the university's best interests.

PRE-LITIGATION RESOLUTION OF CONTROVERSIES

A. Solicitations and Awards

Any protest in connection with the solicitation or award of a contract shall be resolved in accordance with the provisions of Louisiana Revised Statute 39:1671.

B. Contract and Breach of Contract Controversies

Any unresolved controversy arising out of the contract shall be resolved in accordance with the provisions of Louisiana Revised Statute 39:1673.

PRESENCE ON UNIVERSITY PREMISES

The Contractor agrees that all persons working for or on behalf of the contractor whose duties bring them upon the university's premises shall obey all university policies, police security measures and vehicle regulations that are established by the university and shall comply with the reasonable directives of its university representatives and Police Security Officers.

The Contractor agrees that all employees of the Contractor shall register their motor vehicles with the University Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee of Sixty Dollars (\$60) per vehicle. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the contractor will then become responsible for payment of all fines assessed against the employee.

The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the University without the express written approval of the Contract Coordinator, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

SAFETY

The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the Contract.

SECURITY

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus.

STANDARD OF PERFORMANCE

The Contractor agrees to perform the services specified under the Contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

SUBCONTRACTORS

The Contractor shall perform all of portions of Food Service operations without the use of subcontractors.

SUPERVISION

The Contractor shall provide, at all times, adequate and expert supervision for its agents and employees in the areas under the Contract.

SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the Contract, the Contractor shall vacate all parts of the University's premises occupied by it and shall restore the premises to the University in the same condition as when originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the University.

SURVIVAL

The terms, conditions and representations contained in the Contract shall survive the termination or expiration of the Contract.

TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

TERMINATION

If, because of reasons beyond the control of the university (e.g. fire, legislative funding), business operation in any or all of the facilities of the university are interrupted or stopped, then the university shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The University may terminate the contract agreement at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The Contractor may terminate the contract agreement at its convenience upon sixty (60) days written notice prior to the end of an academic semester (i.e. December 15th, May 15th, July 30th). Any contract cancellation shall be served by registered or certified mail.

In the event, either party breaches any terms or conditions of the contract agreement, the aggrieved party shall give the other party at least ten (10)

calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has arranged to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving ten (10) calendar days written notice. Any contract cancellation for cause shall be served by registered or certified mail.

UNIVERSITY PERSONNEL

The University shall at all times have access to dining service operations and be able to conduct inspections of facilities as deemed in the best interests of the university.

USE OF UNIVERSITY'S FACILITIES

The Contractor, its agents and employees shall have the right to use only those facilities of the university that are necessary to perform services under the contract agreement and shall have no right of access to any other facility of the university without consent.

UTILITIES

The University shall not be responsible for any loss or delay sustained by the interruption or failure of utilities for any cause whatsoever.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers' compensation coverage only.

A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

B. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the university, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees

and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

PERTINENT UNIVERSITY INFORMATION

DINING SERVICES FINANCIAL INFORMATION

See Appendix E for Dining Services Financial Information

UNIVERSITY DINING SERVICES PERSONNEL

- 1. The Lessee will be responsible for providing all labor costs and benefits associated with all personnel (management and hourly employees) necessary for the management and operation of all dining service facilities.
- 2. The University has one existing permanent hourly employee in Southeastern's Dining Services operation who is classified by Louisiana Civil Service. Southeastern will require that the successful proposer utilize this employee in its operation under the following conditions:
 - a. The Lessee will reimburse the University for all labor cost and benefits for this labor personnel utilized by the Lessee.
 - b. The University and Lessee will comply with State of Louisiana Office of Civil Service regulations concerning termination and transfer of personnel.
 - c. Upon retirement or separation from the University by the existing permanent hourly employee, Lessee will be responsible for replacing with lessee's personnel, if desired. The University will not provide any University personnel to be utilized by the Lessee.
 - d. The University has recognized Council 17 of AFSCME as the bargaining agent for certain classes of classified employees. There are no material differences in the conditions of employment for members of Council 17 and non-members.

> See Appendix F for Southeastern Employee Information

- 3. The University will approve all management personnel prior to their assuming the management position and responsibilities.
- 4. The University will reserve the right to request dismissal of any managerial or hourly personnel not performing the requirements of the lease or whose conduct is offensive to the university.
- 5. The Lessee will employ sufficient staff to efficiently operate the food service and fulfill all related responsibilities.
- 6. Labor personnel utilized by the Lessee will be on its payroll and the Lessee will pay for all labor costs and benefits, etc. The Lessee will pay management salaries and benefits.
- 7. In the event of a Labor Union forming and resulting in contract negotiations, affecting the employees of the Lessee, the University shall not be involved or impacted in any manner.

LABOR AND WAGE REQUIREMENTS, EQUAL OPPORTUNITY COMPLIANCE

Lessee agrees to comply with the provisions of the following employment

regulations:

- Title VI and VII of the Civil Rights Acts of 1964, as amended by the Equal Opportunity Act of 1972
- 2. Federal Executive Order 11246
- 3. Federal Rehabilitation Act of 1973 as amended
- 4. Vietnam Veterans Readjustment Act of 1974
- 5. Title IX of the Education Act
- 6. Age Act of 1972
- 7. Americans with Disabilities Act of 1990
- 8. Lessee agrees to NOT discriminate in its employment practices and will render service under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities, or sexual orientation.
- 9. The Lessee is responsible for withholding state and federal income taxes and unemployment insurance and shall provide Workers Compensation Insurance for his/her employees.
- 10. The Lessee will comply with all laws relating to OSHA regulations and employees such as wage and labor laws, safety and health requirements, and other applicable regulations.

FACILITIES

The Proposer should make its own assessment of facilities as to the feasibility of proposing usage of these facilities for both short- and long-range plans.

See Appendix G for Dining Services Campus Site Map and CAD Drawings

FURNITURE, FIXTURES, AND EQUIPMENT

- 1. Lessee and Lessor, within ten (10) working days following the consummation of the lease document, shall conduct inventory of all dining service equipment and supply items. Lessee shall advise Lessor within five (5) working days following the conducting of the inventory as to what items lessee wishes to utilize in the food service operation. Obsolete or non-operational equipment shall be reported by lessee for proper disposal by the University.
- 2. Lessee shall assume responsibility for the maintenance of all dining service equipment. At such times as, equipment is deemed obsolete or not financially feasible to repair, lessee shall replace equipment at their expense or within the financial commitments of the lease. Ownership of equipment purchased throughout the lease term shall remain with the University.

- 3. The Lessee is responsible for supplying all office equipment, computers, printers, and furniture needed to conduct business. The Lessee is responsible for maintaining software and upgrades to be compatible with the University's network and ID card system.
- 4. All equipment, furniture and/or fixtures in use by lessee shall be the responsibility of the lessee. Any items lost, stolen, or damaged through negligence or abuse shall be replaced at the lessee's expense with ownership retained by university.
- 5. In addition to any facility refurbishment funds, the Lessee shall account for any FF&E replacements, to include furniture, fixtures, equipment, and supply items, which may need to be replaced throughout the term of the lease.
- 6. The University desires to incorporate Southeastern branding on furniture and fixtures as appropriate. Seating, serving counters, and other furniture/fixtures must be approved by the University.

RESPONSIBILITIES OF THE UNIVERSITY

- 1. The University will provide keys to the leased facilities as deemed necessary by the Lessee and will maintain current lock system. Lessee shall adhere to university key and lock policy.
- 2. The University will provide the Lessee with campus protection and security services currently available on campus, such as night patrol, door check, security consulting, call response, and law enforcement. However, university makes no warranty nor does it assume responsibility for any losses sustained.
- 3. The University will provide the Lessee with general maintenance and repair of the facility and its major components including roof, plumbing, electrical, air conditioning, and heating within the abilities of the University's maintenance department. The scope of maintenance and repairs shall be further defined during contract negotiations.
- 4. The University will provide the Lessee access to existing physical data wiring, including fiber and copper, when available, and when not feasible for Lessee to install new wiring. The scope of access and costs shall be further defined during contract negotiations.

RESPONSIBILITIES OF THE LESSEE

- 1. The Lessee is responsible for janitorial services to assure a clean, well groomed appearance of the leased premises. Lessee will comply with all Board of Health standards concerning food service establishments.
- 2. All personnel of the Lessee must observe all university regulations to include, but not limited to, personal conduct, appearance, traffic, and parking; including the purchase of annual parking passes required of all employees.
- 3. The Lessee is responsible for maintenance of all dining services equipment including, but not limited to, hood systems (exhaust fans, makeup air units, and outside air fans), enzyme treatment for drains, composting

equipment, and ice machines. The University may provide the preventative maintenance contract for such equipment and invoice the lessee on a monthly basis.

- 4. The Lessee is responsible for providing, using, and maintaining motor vehicle suitable for the purpose of transporting food and beverage items in the performance of the lease. Vehicles necessary for the operation of dining services are the responsibility of the lessee and lessee must comply with all University traffic and parking regulations. Vehicles include but are not limited to delivery vehicles/trucks, golf carts, and other off-highway vehicles. The University desires to incorporate Southeastern branding on all vehicles. Such branding must be approved by the University.
- 5. The Lessee is responsible for all food and supply costs.
- 6. The Lessee is responsible for securing a Certificate of Authority to do business in the State of Louisiana pursuant to Louisiana R.S. 12:301 from the Secretary of the State of Louisiana.
- 7. The Lessee is responsible for securing a liquor permit from the State of Louisiana and must comply with the University's alcohol policy.
- 8. The Lessee is responsible for pest elimination in the facilities used for food service operations.
- 9. The Lessee is responsible for food waste, used oil and grease, and grease trap disposal. All applicable environmental regulations shall be followed.
- 10. The Lessee is responsible for all garbage services, including; grease removal, compactor, and dumpsters at all locations. If the location does not warrant a minimum size dumpster, the lessee may be charged a pro-rate cost to share a dumpster at that site. The Lessee may choose to use the University's garbage removal contract and be charged back monthly. Waste Disposal for fiscal year 2023 is projected to be approximately \$23,500.
- 11. The Lessee is responsible for all utilities where meters are available for measurement, which includes, electric, gas, water, and sewage. Where meters are not available, the Lessee will be responsible for a calculated percentage of all utilities for that facility (electric, gas, water, and sewage) based on historical data.

> See Appendix H for Utility Charges

12. The Lessee is responsible for securing telephone service, data service, and video service as needed for the operation of their business. Lessee shall provide any LAN/WAN network equipment needed, and shall not utilize the University network for connectivity. Any connectivity requirements, including but not limited to telephone, cable, and internet services, necessary to fulfill Lessee's obligations shall first be reviewed and approved by the University; follow existing University standards; and be fully funded by Lessee.

13. The Lessee is responsible for establishing security procedures to protect cardholder data and comply with Payment Card Industry Data Security Standard (PCI-DSS). Additional details on PCI-DSS are available at http://www.pcisecuritystandards.org. Additional information regarding security requirements may be found on the Card Brand's respective web sites. Lessee agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Lessee's security obligations or other event requiring notification under applicable law, Lessee agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the University, and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

ACCOUNTING

The University expects the Lessee to implement sound accounting principles and practices in the daily operation of the lease agreement.

- 1. The Lessee will establish and maintain adequate internal controls.
- 2. The Lessee will provide the university with financial statements audited by a Certified Public Accountant.
- 3. The University reserves the right to audit the Lessee's books and records and obtain other desired information pertaining to the lease. This shall include sales information captured by POS systems. This will be done in compliance with PCI guidelines to protect card holder information.
- 4. The University will serve as an agent to the Lessee in regards to the sale of meal plans.
- 5. Resident meal plan transactions will be handled through the University Controller's Office and distributed through the University's accounting systems.
- 6. The Lessee is responsible for maintaining all POS equipment and software compatible with the University's accounting system, network, and ID card system. In addition, all POS registers shall have:
 - a. transaction number controls with further security level restrictions by cashier type;
 - electronic journal, receipt and detail tape provisions, with required PCI-DSS protections; and
 - c. display window for customer viewing.
- 7. The Lessee will have access to information recorded in the University ID system pertaining to student, faculty, and staff meal plan data.
- 8. The Lessee will, at the conclusion of each registration period, provide an invoice to the University for all meal plans sold through the University financial system.
- 9. The Lessee will provide the University with a quarterly financial statement. Format of this report shall be agreed upon prior to the end

of the first quarter.

- 10. The Lessee shall make the lease payment to the University on a quarterly basis as follows:
 - a. The Lessee shall provide, with each percentage lease rate payment, a detailed report indicating total sales by sales category and commission based on gross dollar sales.
 - b. The Lessor shall receive percentage lease rental payment by the 20th day of each quarter for the preceding lease rental.
 - c. Lease payments shall be made payable to Southeastern Louisiana University by check or Electronic Funds Transfer (EFT).
 - d. Quarterly reconciliation of percentage lease rate payment and the guaranteed minimum is to be in accordance with the annual guarantee. In the event the Lessee exceeds the quarterly minimum guarantee for a quarter, then any excess commission may be applied to any succeeding quarter period that may fall below required quarterly minimum guaranty levels. Reconciliation of the annual guaranteed minimum is to take place at the end of the fourth quarter period.
- 11. The University operates its fiscal year July 1 June 30.
- 12. The University's ID system will provide the Lessee with all information pertaining to meal plan activity. The activity will include meal plans sold, meal plans refunded, and any other information contained in the ID system.

DINING SERVICES MARKETING SURVEY

> See Appendix I for Marketing Survey Methodology and Results

UNIVERSITY MASTER PLAN

http://www.southeastern.edu/admin/fac_plan/masterplan/index.html

PROPOSAL FORMAT AND SCORING VALUES

PROPOSAL FORMAT

Proposer's responses to this RFP shall follow the order as listed under sections and relative subsections identified below. Failure to follow this order may result in deductions from the overall rating process. Proposers should address all topics in a concise, comprehensive, and orderly manner. Proposer shall prepare proposals in a manner that provides the evaluator necessary information readily available and easy to locate.

SCORING VALUES

- I. The Proposer (0-75 points 18%)
 - A. Credentials and Qualifications
 - B. References
- II. Dining Services (0-150 points 38%)
 - A. Resident Dining Program
 - B. Retail Operation
 - C. Catering
 - D. Concessions
 - E. Athletic Dining
 - F. Management Personnel
 - G. Marketing
 - H. Quality Assurance
 - 1. Food Specifications
 - 2. Program Quality
- III. Financial Commitments (0-150 points 38%)
 - A. Annual Lease Payment
 - B. Percentage of Sales Lease
 - C. Capital Funds
 - 1. 2023 Financial Commitment
 - 2. Facility Refurbishment
 - 3. Leasehold Improvements
 - 4. Furniture, Fixtures, and Equipment
 - D. Other Financial
 - E. Support of Academic Mission
- IV. Proposal Format (0-25 points 6%)
 - A. Organization
 - B. Ease of Data Retrieval

PROPOSAL

I. THE PROPOSER

A. Credentials and Qualifications

Each Proposer shall attach a profile of their company. This profile shall include, but is not limited to, the following information as of the RFP release date:

- the year the company was formed;
- total number of years of experience in University Dining Service Operations;
- a list of the names of all owners of the company or officers of the corporation;
- 4. a plan for managing, supervising, and staffing the operation;
- 5. total number of University Dining Services being leased and operated by your company;
- 6. any other information the Proposer deems appropriate for consideration of their qualifications to perform the lease work:
- 7. audited financial statements from the previous two (2) years.

B. References

Each proposer shall attach a list of at least five (5) universities or colleges in which a lease of a similar scale as specified herein have been provided for within the last three (3) years. This list shall include the name of the university, address, telephone number, and contact person. List any institutions that have cancelled a contract within the past five (5) years for cause with the Proposer excluding contracts terminating due to scheduled expiration.

II. DINING SERVICES

A. Resident Dining Program

The Proposer shall provide a detailed plan and program for resident students, commuter students, faculty/staff, and the surrounding community, which includes proposed location(s), food and beverage concepts options, menu cycle development, customized ordering, hours of operation, mandatory plans and voluntary options including how these plans will be accessed via meal swipe and declining balance combination. Proposers should include their philosophy of service and delivery for a Resident Dining Program including programs and activities which enhance student development and add value to living on campus, and faculty/staff programs enhancing faculty/staff interaction with students outside the formal classroom.

Proposer shall address the need for healthy food and beverage options as well as all dietary preferences and lifestyles with within the resident dining program.

Proposer shall offer an all you care to eat dining program which primarily caters to resident students during all meal periods, but also recognizes the strong participation of commuter students, faculty, staff, and off campus community.

B. Retail Operation

The Proposer shall provide a detailed plan of food and beverage options offered throughout the campus through the retail offerings. The goal is to provide service to the University community, while growing sales on an annual basis. The plan should include proposed locations, food and beverage concepts options, signature and national branded concepts, and hours of operation. Proposer's philosophy of service and delivery including, programs and activities to increase awareness, and provide opportunities for student interaction and socialization.

Proposer shall address the need for healthy food and beverage options as well as all dietary preferences and lifestyles within the resident dining program.

Proposer shall address concerns such as expedited service lines to minimize wait time, mobile ordering, innovative delivery options, menu variety, competitive pricing and perceived value.

C. Catering

The Proposer shall provide a detailed plan for catering operations, including a tiered catering guide addressing the needs of students, faculty/staff, and outside community. Catering services will include service to the university community and external community, including complete event planning and coordination with competitive pricing. Catering of special events for the university; on and off campus reflects the university and must be executed with high standards.

D. Concessions

The Proposer shall provide a plan for the management and execution of concessions at athletic and special events. Plan should include a variety of signature and branded offerings, competitive pricing, mobile ordering, seat delivery, and perceived value.

E. Athletic Dining

The Proposer shall provide a plan for a dining program, specifically designed for athletes in Athletic facilities.

F. Management Personnel

The Proposer shall provide a plan for the leadership and management of the entire dining program at Southeastern. Resume's for the proposed Director and management positions shall be provided with the proposer's justification as to why these individuals are being proposed for assignment to the University.

Southeastern is committed to diversity in all segments of University operations. Lessee shall assure the University that the management team shall reflect Southeastern's commitment to diversity.

G. Marketing

The Proposer shall provide the first one hundred (100) day marketing plan as well as a three-year operational plan including activities and special programs centered on student life. Proposer shall identify on-going marketing initiatives to include; (1) Strategies for each of the proposed units - resident dining, retail, catering, as well as any other segment of the operation. (2) Description of measurement tools to be used to gain insight into customer satisfaction, food preferences, and overall effectiveness. (3) Outline the function of the person(s) responsible for marketing including, how they will interface with customers to deliver the message of the food service and receive constructive feedback.

The proposer should include a plan regarding the use of advisory groups and survey research in an effort to provide ongoing assessment of oval dining programs to ensure quality assurance and customer satisfaction.

H. Quality Assurance

1. Food Specifications

All food products and ingredients purchased should meet or exceed the minimum United States Department of Agriculture (USDA) standards and grades. The following minimum food specifications shall be maintained.

- a. Beef and Veal, USDA Choice
- b. Pork and Lamb, USDA #1
- c. Poultry, USDA Grade "A"
- d. Eggs and Dairy Products, USDA Grade "A"
- e. Frozen Foods, USDA Grade "A" Fancy
- f. Fresh Produce, USDA #1 Quality
- g. Canned Goods, USDA Grade "A" Fancy

2. Program Quality

The Lessor understands that quality is viewed differently by the many customers who will be served by dining services. However, the Lessor lists below those expectations of the Lessee, which shall serve as benchmarks and assessment of a quality food service program.

- a. Food preparation, serving, storing, and dining areas shall be maintained at the highest levels of cleanliness.
- b. Foods shall be served at appropriate temperatures.
- c. Employees shall be attired in appropriate uniforms that exhibit a professional look to the services being

performed.

- d. Employees shall, at all times, exhibit a warm, courteous and helpful attitude towards customers and visitors of the various food service operations.
- e. Front line employees shall at all times wear a name badge.
- f. Safety programs and measures shall be in place, which assures the well being of the employees, management, and staff of the dining services at all times.
- g. Management shall be accessible to customers at all times in order to address any challenge or concern, which might be presented.
- h. All management shall be visible during peak periods of dining services and readily identified in order to meet the needs and demands of their customers.
- i. A food services advisory board shall be established and maintained with meetings held not less than three times a semester to discuss issues related to dining services. The committee shall be comprised of members representing faculty and staff as well as resident and commuter students. Minutes of these meetings shall be maintained with copies distributed to designated university officials.
- j. Promotional materials, including signage, shall always be of excellent quality.
- k. Each semester, a survey shall be conducted by an independent firm to measure customer perceptions of quality and service of the campus dining operation. The independent firm shall prepare the survey document specifically for Southeastern's constituents. The Director of Auxiliary Services shall approve the instrument's development and any future additions, deletions, and/or revisions prior to its utilization. Acceptable standards shall be mutually developed.
- Results of the survey process and the Lessee's plan to resolve challenges and actions, which will address the areas needing improvement, shall be provided to the Lessor's representative.
- m. All costs associated with the above items or other quality measures instituted shall be the sole responsibility of the lessee.

III. FINANCIAL COMMITMENTS

A. Annual Lease Payment

The successful proposer shall guarantee to the university an annual minimum lease payment. Once the annual minimum lease payment is established, if actual commission rates do not exceed the annual minimum lease payment, payment will be made to the lessor. Lessee and Lessor shall reconcile the adjustment on a semi-annual basis and payment will be made by the lessee.

Each proposer shall quote the commission payment the proposer shall pay for the dining service venues on campus, i.e. Cash Operations, Catering, Vending, Concessions, Board Plan, etc.

B. Percentage of Sales Lease

In addition to the above minimum annual guarantee, proposer shall list a comprehensive commission schedule for all sales categories, which will be experienced annually. The categories shall include:

- 1. Resident meal plan (Mandatory)
- 2. Other meal plans (Voluntary)
- 3. Retail Sales
- 4. Catering Sales (University events)
- 5. Catering Sales (Non-University Events)
- 6. Concessions
- 7. Other

C. Capital Funds

The Proposer should include in its proposal a detailed overview including graphics of the conceptual plan for dining services facilities which may include design and development for new facilities, renovation of existing facilities, and demolition of facilities. The proposal should include all financing for both short—and long-range facility goals including the transition of operation(s) where applicable. The Proposer shall include in their proposal the capital investment (2023 Financial Commitment) for these activities.

Proposer should include in its proposal a Facility Refurbishment Fund to be disbursed on a schedule mutually agreed upon by lessee and lessor. Improvements made with this fund may be both moveable and immovable.

Proposer shall include in its proposal a Leasehold Improvements in addition to the initial year investment. The purpose of the additional annual payments is to facilitate renovations and improvements to the leased premise (primary residential dining facility).

In an effort to maintain quality offerings, the proposer shall include in its proposal a Furniture, Fixtures, and Equipment Fund to be used throughout the term of the lease.

The categories of capital funds should include:

- 1. 2023 Financial Commitment
- 2. Facility Refurbishment Fund
- 3. Leasehold Improvement Fund
- 4. Furniture, Fixtures, and Equipment Fund

D. Other Financial

- Proposer shall commit to, as part of this RFP, services for the benefit of Southeastern as requested by the President of Southeastern (President's Catering Fund). Proposer shall include in their proposal a President's Catering Fund, which will be carried forward each year for up to five (5) years. At the end of each five (5) year period, the Lessee and University will negotiate the expenditure of any remaining funds.
- The Lessee shall purchase appropriate serving ware (china, flatware, etc.) to be used for special functions as directed by the President of Southeastern. All serving ware shall remain in good condition and appropriate quantity throughout the term of the agreement. As needed serving ware shall be replaces at the expense of the lessee.
- 3. Proposer shall provide pre-season (August) meals for football, and other sports which can be accommodated at the same meal periods as football (volleyball, soccer, etc.) for the benefit of the University.
- 4. Proposer shall provide food and beverage for the annual University Fall Convocation held each August for all Faculty and Staff at Southeastern.
- 5. Proposer shall provide a semester dining plan (fall, spring, and summer) for the University Housing Student Staff, approximately 65 students for fall, 65 for spring, and 25 for summer.
- 6. Proposer should include any proposals that will enhance the academic mission of the university.
- 7. Proposer should include any proposals that will assist in marketing and promoting the university.
- 8. Lessee shall be responsible for all utilities where meters are available for measurement, which includes electric, gas, water, and sewage. Where meters are not available, the lessee will be responsible for a calculated percentage of all utilities for that facility (electric, gas, water, and sewage) based on historical data.
- 9. The Lessee shall be responsible for all garbage services including, grease removal, compactor, and dumpsters at all locations. If the location does not warrant a minimum size dumpster, the lessee may be charged a pro-rate cost to share

a dumpster at that site. The lessee may choose to use the university's garbage removal contract and be charged back monthly.

- 10. The Lessee shall be responsible for securing telephone service, data service, and video service as needed for the operation of their business. These services may be obtained through the university, for a monthly charge.
- 11. The Lessee is responsible for all Point of Sale equipment and software that is compatible with the University's accounting system, network, and ID card system.
- 12. The Lessee is responsible for janitorial services to assure a clean, well groomed appearance of the leased premises. Lessee will comply with all Board of Health standards concerning food service establishments.
- 13. The Lessee is responsible for securing a Certificate of Authority pursuant to Louisiana Revised Statute 12:301 from the Secretary of the State of Louisiana.
- 14. The Lessee is responsible for securing a liquor permit from the State of Louisiana and must comply with the university's alcohol policy.
- 15. The Lessee is responsible for pest elimination in the facilities used for food service operations.
- 16. The Lessee is responsible for food waste, used oil and grease, and grease trap disposal. All applicable environmental regulations shall be followed.

E. Support of Academic Mission

Southeastern desires a positive business partner relationship with all companies who provide products and/or services to Southeastern.

Southeastern welcomes any offering by its business partners who would enhance the academic mission of the institution or the educational experience of its students. This might include; internships, employment opportunities, scholarships, speakers, artistic contributions, equipment, and other commitments.

IV. PROPOSAL FORMAT

- A. Organization
- B. Ease of Data Retrieval

SOUTHEASTERN LOUISIANA UNIVERSITY

PROPOSAL RESPONSE FORM

Name of Proposer:		
Mailing Address:		
Street Address:		
Telephone No.: ()	Fax	Number: ()
SCOPE OF CONTRACT:		Facilities for the Operation of Provide Capital Improvements to
INITIAL CONTRACT TERM:	July 1, 2023, or shor	tly thereafter, to June 30, 2038
ADDENDA: I/we do hereby	y acknowledge receipt o	of the following addenda (if any)
No Dated	No No	Dated Dated
PROPOSAL GUARANTEE:		
Attached is a prop a certified check	osal bond in the amoun or cashier's chec	t of \$12,500.00 * or * k in the amount of \$12,500.00.
PERFORMANCE AND PAYMENT	BOND:	
	sed surety that shall	ity/state/zip) & telephone number be used to furnish the required
Surety:		Telephone:
Address:		
Agent Company:		Telephone:
SIGNATURE CONSTITUTES A	-	e to this proposal form shall be irety.
AUTHORIZED OFFICER:	(Signature)	(Print or Type Name)
TITLE:		

NOTE: If the Proposer is a corporation, the individual signing this Proposal Response Form shall provide, and be included with the Proposal, legal evidence of his/her authority to sign on behalf of the corporation.

PROPOSAL RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the response form(s). Failure to complete or return the form with the other response form(s) may cause rejection of the response without further consideration.

INSURANCE COVERAGE TO BE PROVIDED BY PROPOSER

Proposer to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful proposer.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITYSTATUTORY MINIMUM COVERAGE
Name of Insurer:
(Not the Agent Company)
Insurer's Address:
Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level
Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less
If Not A.M. Best Rated - State Type of Insurer:
Agent Company: Telephone No:
COMMERCIAL GENERAL LIABILITY\$2,000,000 MINIMUM COVERAGI
Name of Insurer:(Not the Agent Company)
(Not the Agent Company)
Insurer's Address:
Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level
Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less
Agent Company: Telephone No:
AUTOMOBILE LIABILITY\$1,000,000 MINIMUM COVERAGE
Name of Insurer:
(Not the Agent Company)
Insurer's Address:
Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level
Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less
Agent Company: Telephone No:

EXTENSION OF COVERAGE

The below extensions of coverages shall be marked or stated on the certificate of insurance.

GENERAL LIABILITY:

Includes the following as additional insured:

State of Louisiana Southeastern Louisiana University Purchasing Department SLU 10800 Hammond, LA 70402

AUTOMOBILE LIABILTY:

Includes the following as additional insured:

State of Louisiana Southeastern Louisiana University Purchasing Department SLU 10800 Hammond, LA 70402

WORKERS COMPENSATION:

Includes waiver of subrogation in favor of:

State of Louisiana Southeastern Louisiana University Purchasing Department SLU 10800 Hammond, LA 70402

CONTRACT	NO.		
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PARISH OF TANGIPAHOA

SAMPLE CONTRACT

BE IT KNOWN, that SOUTHEASTERN LOUISIANA UNIVERSITY (hereinafter sometimes referred to as "Lessor") and (Contractor's name and legal address) (hereinafter sometimes referred to as "Lessee") do hereby enter into contract under the following terms and conditions:

1.

This Contract, and any properly executed amendment thereto, the Request For Proposal (RFP), and the Proposer's response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Contractor's proposal.

2.

The Lessee shall make the lease payment to the University on a quarterly basis as follows: (a) The Lessee shall provide with each percentage lease rate payment a detailed report indicating total sales by sales category and of commission based on gross dollar sales. (b) Percentage lease rental payments shall be received by the Lessor by the 20th day of each month for the preceding lease rental. (c) Lease payments shall be by Electronic Fund Transfer and shall be made payable to Southeastern Louisiana University. (d) Quarterly reconciliation of percentage lease rate payment and the guaranteed minimum is to be in accordance with the annual guarantee. In the event the Lessee exceeds the quarterly minimum guarantee for the quarter, then any excess commission may be applied to any succeeding quarter period that may fall below required quarterly minimum guaranty levels. Reconciliation of the annual guaranteed minimum takes place at the end of the fourth quarter period.

3.

Upon completion or termination of this contract, all capital improvements to facilities shall become the property of the Lessor and title shall pass free and clear of any obligations.

4.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of the Contractor which relate solely to this contract.

Page 1 of 2

This contract may be terminated by either party as in accordance with termination provisions outlined in the Request for Proposal.

	0.	
This contract shall commence on		and shall terminate on
THUS DONE AND SIGNED at Hammond, by the Lessor hereinafter.	Louisiana	, on the day, month, and year as dated
Lessee Name		Southeastern Louisiana University Lessor Name
Signature		Signature
Title		Title
Date		Date

The successful Proposer shall be required to execute the below Indemnification Agreement as part of the RFP Requirements.

INDEMNIFICATION AGREEMENT

The LESEE agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards, and Commissions, its officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of LESSEE, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by LESSEE as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

LESSEE agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

	Accepted by
	Company Name
	Signature
	Title
	Date Accepted
Is Certificate of Insurance Attache	d? [] Yes [] No
Contract No.	for <u>Southeastern Louisiana University</u> State Agency Name
PURPOSE OF CONTRACT:	



FALL 2022 HOURS OF OPERATION

QUICK SERVICE



Monday - Thursday: 10am - 8pm Closed Friday-Sunday

LOCATION: 1st Floor Student Union



Monday - Thursday: 10am - 9pm Closed Friday-Sunday

LOCATION: 1st Floor Student Union



Monday - Thursday: 10am - 6pm Closed Friday-Sunday

LOCATION: 1st Floor Student Union



Friday: 7am - 1pm

Closed Saturday-Sunday
LOCATION: 15T Floor Student Union (outside corner)



Monday - Thursday: 7am - Midnight Friday: 7am - 1pm

Closed Saturday-Sunday

LOCATION: 1st Floor Student Union



Monday - Thursday: 9am - 6pm Closed Friday-Sunday

LOCATION: Tinsley Annex

JAVA CITY COFFEE HAND ROASTED. Monday – Thursday: 7:30 am – 5pm Closed Friday-Sunday

LOCATION: Library



Monday - Thursday: 10am - 9pm Closed Friday-Sunday

LOCATION: 1⁵¹ Floor Student Union

anedish

Student Union, 2nd floor

Monday - Thursday

After Hours (To-Go only):

Full Breakfast: 7am - 9:30am Continental Breakfast: 9:30am - 10:30am 10:30am - 2pm Lunch: Lite Lunch: 2pm - 4pm 4pm - 7:30pm Dinner:

8pm - 10pm

Friday

Full Breakfast: 7am - 9:30am Continental Breakfast: 9:30am - 10:30am 10:30am - 2pm Lunch: Lite Lunch: 2pm – 4pm 4pm - 6pm Dinner:

Saturday

Brunch: 10:30am - 2pm Lite Lunch: 2pm – 4pm Dinner: 4pm - 6pm

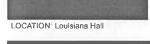
Sunday

Brunch: 10:30am - 2pm Lite Lunch: 2pm – 4pm Dinner: 4pm – 7pm

CONVENIENCE ON THE GO



Monday-Thursday: 9am - 8pm Closed Friday-Sunday



Monday-Thursday: 7:30am - 5pm Closed Friday-Sunday

LOCATION: Garrelt Hall



Monday-Thursday: 7:30am - 4pm Closed Friday-Sunday

LOCATION North Campus Main Building



Monday-Thursday: 7:30am - 12am Friday: 7:30am – 1pm Closed Salurday-Sunday

LOCATION: 14 Floor Student Union



<u> Monday-Thursday</u>: 9am - 6pm Closed Friday-Sunday

LOCATION: Student Union East

Monday-Thursday: 11am – 1am Friday-Saturday: 11am - 7pm Sunday: 5pm - 12am Ascension

LOCATION Ascension Hall



Appendix B

Southeastern Louisiana University Food Services Meal Plan Counts Fiscal Years 2012 - 2022

Meal Plan Name	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2012 Fall 2013 Fall 2014 Fall 2015 Fall 2016 Fall 2017 Fall 2018*	Fall 2019	Fall 2019 Fall 2020** Fall 2021 Fall 2022	Fall 2021	Fall 2022
Pack Plan	735	832									
Cub Plan	849	831	1,470	1,337	1,432	1,443	1,723	1,690	1,599	1,330	1,640
GOLD Plan	128	165	318	187	169	164	191	208	151	201	220
Lion Plan / ALL ACCESS	267	219	263	303	321	353	275	310	255	253	242
All Access - Upgrade / Lion VIP				223	119	129	160	162	84	105	96
Organizational Plan 1	77	59	55	52	34	∞	14	10	5	15	17
Organizational Plan 2	28	45	54	48	64	61	62	59	62	51	54
								I			
Commuter	478	386	347	449	549	443	448	454	330	382	313
		= 1									
Voluntary 2 / Pack 18	148	121	163	509	219	301	236	243	133	160	184
Pack 30 / Pack 30 + Home Chef			43					34	19	16	
Voluntary 1 / Pack 48	318	236	253	329	382	381	410	394	203	240	324
Total	3,028	2,894	2,966	3,137	3,289	3,283	3,519	3,564	2,841	2,753	3,090

Faculty / Staff								
Green/Gold 10 Meals	77	6	122	136	155	158	167	182
Green/Gold 20 Meals	35	36	48	57	59	62	89	81
Green/Gold 30 Meals	15	16	21	22	25	27	27	31
Green/Gold 40 Meals	70	70	84	97	66	100	106	115
Total	197	219	275	312	338	347	368	409

Default Plan

* 354 Net Increase of Beds

3,121 3,499

3,188

3,902

3,831

3,558

3,508

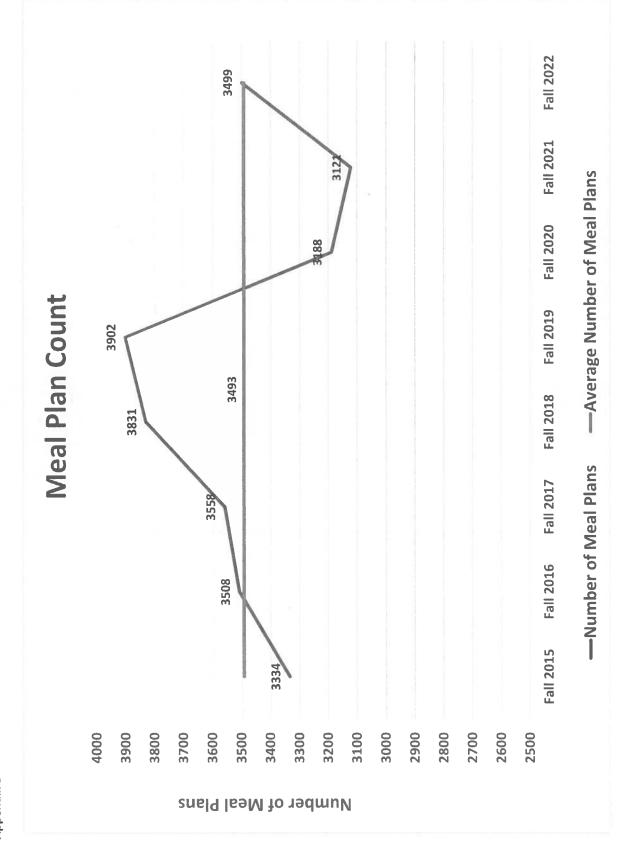
3,334

2,894 2,966

3,028

TOTAL

** COVID-19



Appendix B

Southeastern Louisiana University Food Services Meal Plan Pricing Fiscal Years 2012 - 2022

Meal Plan Name	Fall 2012 Fa	Fall 2013	113 F	Fall 2014	Fall	2014 Fall 2015 Fall	Fall 2	016 F	2016 Fall 2017 Fall 2018 Fall	Fall 2	018	all 2019	Fall	2019 Fall 2020*	Fall 2021	021 F	Fall 2022
Pack Plan	\$ 1,125	\$ 1,160	20								L						
Cub Plan	\$ 1,225	\$1,260		\$1,290	\$	1,355	\$ 1,395	800	\$1,450	\$ 1,480	80	\$1,515	\$	1,565	\$1,6	1,605	\$ 1,685
GOLD Plan	\$ 1,330	\$ 1,365	<u> </u>	\$ 1,390	\$	1,440	\$ 1,485		\$1,550	\$ 1,580	80	\$1,615	\$	1,665	\$1,7	1,710	\$1,795
Lion Plan / ALL ACCESS	\$ 1,270	\$ 1,400	_	\$1,470	\$1	\$1,500	\$ 1,545		\$ 1,600	\$ 1,640	40	\$1,675	\$	1,725	\$1,7	1,770	\$ 1,855
All Access - Upgrade / Lion VIP					\$1	1,600	\$ 1,650	_	\$ 1,700	\$ 1,740	40	\$1,775	\$	1,830	\$ 1,8	1,875	\$ 1,995
Organizational Plan 1	\$ 895	\$ 92	920	\$ 940	\$	970	\$ 1,000		\$ 1,050	\$ 1,080	80	\$ 1,100	\$	1,135	\$ 1,0	1,000	\$ 1,050
Organizational Plan 2	\$ 680	\$ 70	200	\$ 735	\$	760	\$ 7	780	\$ 800	\$	800	\$ 815	\$	840	\$ 7	750	\$ 785
										-							
Commuter	\$ 250	\$ 30	300	\$ 300	\$	300	\$ 3	300	\$ 300	\$ 3	300	\$ 300	\$	300	\$	300	\$ 300
Voluntary 2 / Pack 18	\$ 320	\$ 40	400	\$ 400	\$	400	\$ 4	400	\$ 400	\$ 4	400	\$ 400	\$	400	\$ \$	400	\$ 400
Pack 30 / Pack 30 + Home Chef								1		\$ 5	200	\$ 500	\$	200	\$	200	
Voluntary 1 / Pack 48	\$ 600)9 \$	009	\$ 600	\$	900	\$ 6	009	\$ 600	\$ 6	009	\$ 600	\$	009	\$	009	\$ 600
Faculty / Staff			_														
Green/Gold 10 Meals					\$	9	\$	90	\$ 60	\$	09	\$ 60	\$	9	\$	9	\$ 60
Green/Gold 20 Meals					\$	116	\$ 1	116	\$ 116	\$	116	\$ 116	\$	116	\$ 1	116	\$ 116
Green/Gold 30 Meals					\$	168	\$ 1	168	\$ 168	\$	168	\$ 168	\$	168	\$ 1	168	\$ 168
Green/Gold 40 Meals				_	\$	220	\$ 2	220	\$ 220	\$ 2	220	\$ 220	\$	220	\$ 2	220	\$ 220
		Default Plan	Plan		poses												

Appendix C

University Housing Occupancy

Fall Semester	2012	2013	2014	2015	2016	2017	2018	2019	*0202	2021	2022
	98.9%	92.9%	98.7%	97.8%	97.9%	98.3%	98.0%	98.0%	88.2%	82.3%	95.4%

* COVID-19

Appendix D

Southeastern Louisiana University Athletic Concessions Fiscal Year 2021 - 2022

Soccer	\$	1,824
Men/Women's Basketball	\$	8,363
Softball	\$	13,624
SELU Football	\$	65,385
Baseball	\$	77,045
High School Events	\$	113,884
Total	\$:	280,125

Appendix E

Southeastern Louisiana University Food Services Revenue Fiscal Years 2012 - 2022

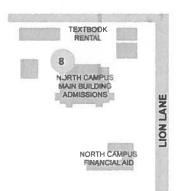
DINING SERVICE SALES	2011 - 2012	2012 - 2013		2013 - 2014	2014 - 2015		2015 - 2016	2016 - 2017	2017	2017 - 2018	30	2018 - 2019	2019 - 2020		2020 - 2021		2021 - 2022
Contract Charge Sales*	\$ 3,237,264	\$ 3,176,200	,200 \$	3,314,894	\$ 3,295,169	<i>⊕</i>	3,573,774	\$ 3,77	3,779,417	\$ 4,234,148	69	4,891,884	\$ 4,433,299	\$ 66	4,503,296	€ 9	4,380,396
National Brands	\$ 2,294,740	2,294,740 \$ 2,339,557		\$ 2,143,617	\$ 2,804,824	8	2,863,797	\$ 2,98	2,988,264 \$	2,997,032	69	3,440,286	\$ 3,027,020	20 \$	2,865,999	с э	3,376,978
Other Brands	\$ 1,310,467	\$ 1,347	\$ 999	1,310,467 \$ 1,347,666 \$ 1,123,652	\$ 1,343,830	€9	1,367,916	\$ 1,36	1,361,927 \$	1,365,945	69	1,204,699	\$ 737,890	\$ 06	404,773	မာ	562,951
Special Events	\$ 211,559	₩	360,523 \$	303,082	\$ 191,668	8	142,154	\$ 14	149,589	\$ 230,887	69	205,360	\$ 191,077	77 \$	45,618	69	120,480
Total Sales	\$ 7,054,031	\$ 7,223,946	,946	6,885,245	\$ 7,635,491	-\$	7,947,642	\$ 8,27	8,279,196	\$ 8,828,011	49	9,742,230	\$ 8,389,287	87 \$	7,819,685	.⊌÷	8,440,806
< \$8M / 5.0%	\$ 352,702	ь	361,197 \$	344,262	\$ 381,775	es C2	397,382	\$ 4(400,000 \$	400,000	€9	400,000	\$ 400,000	\$ 00	390,984	69	400,000
> \$8M / 7.5%						\dashv		\$	20,940 \$	62,101	49	130,667	\$ 29,196	96		↔	33,060
Commission Earned	\$ 352,702 \$	- 1	361,197 \$	344,262	\$ 381,775 \$	ري جه	397,382 \$		420,940 \$	462,101 \$	49	530,667	\$ 429,1	429,196 \$	390,984	₩	433,060

*Commission not earned on initital \$540,000 of Contract Charge Sales

Appendix F

Southeastern Louisiana University Dining Services - Southeastern Employee

		Connie plans to retire on January 2, 2024	24,745 with 40 years of service.
Budgeted Benefits	FY 2022-2023		
Budgeted Salary	Service FY 2022-2023 FY 2022-2023		\$ 42,279 \$
Years of	Service		38 3/4 \$
	Title		Administrative Coordinator 2
	Employee		Turner, Connie





NORTH CAMPUS



Dining Services

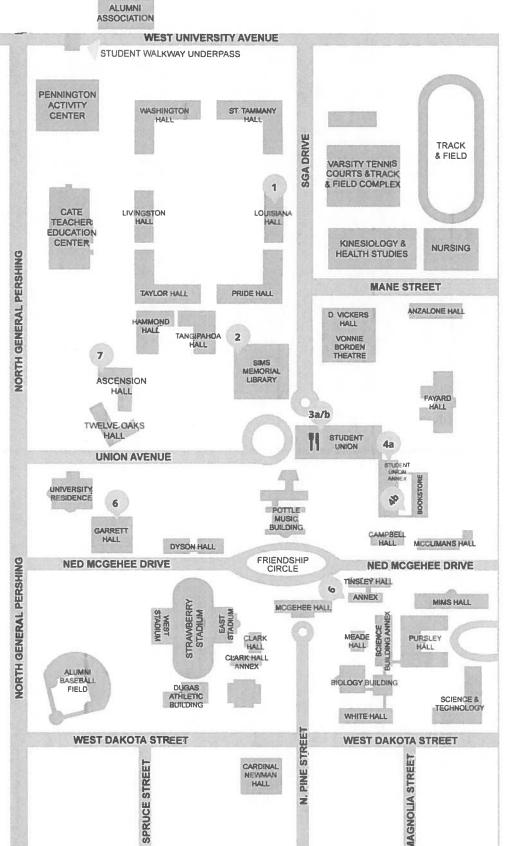
SOUTHEASTERN LOUISIANA UNIVERSITY

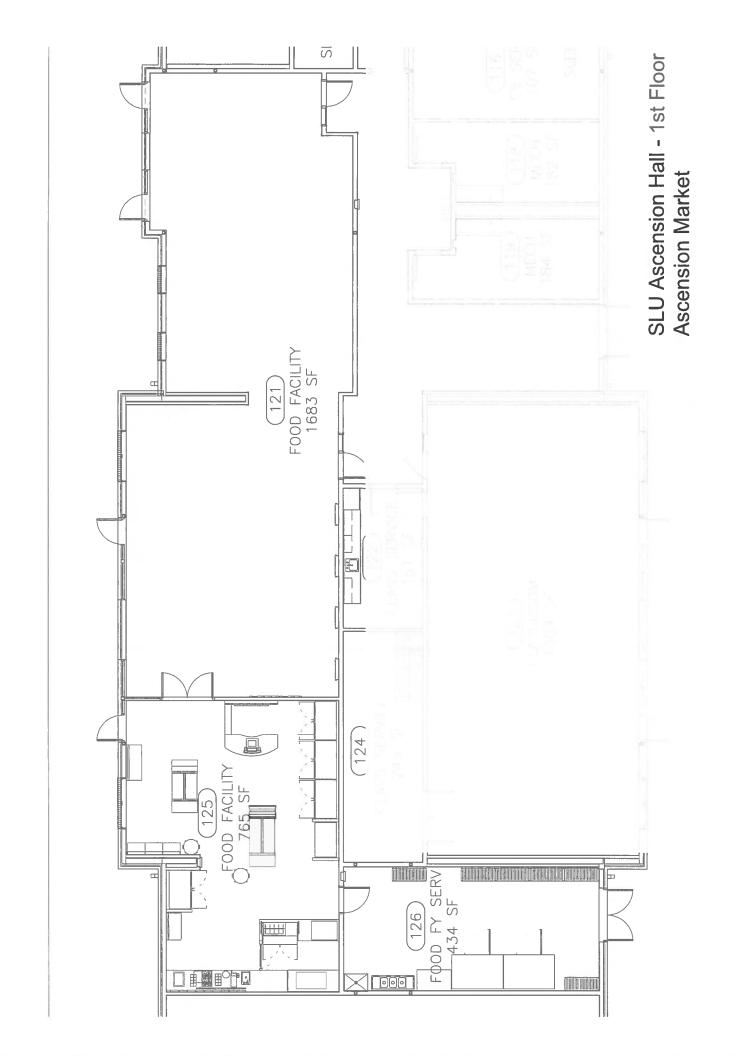


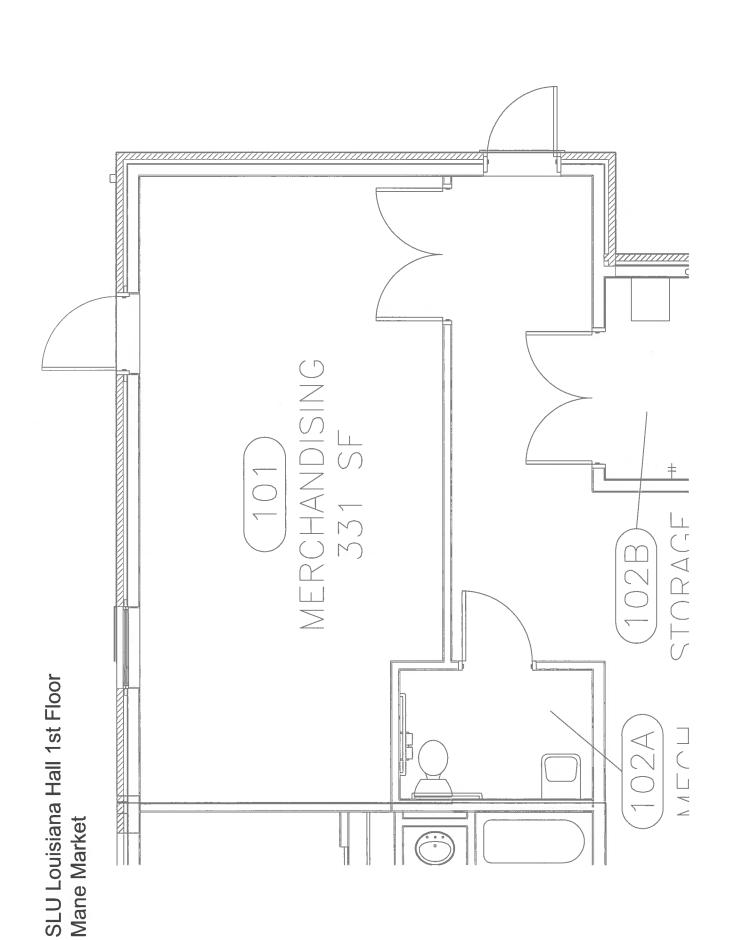
WEST UNIVERSITY AVENUE

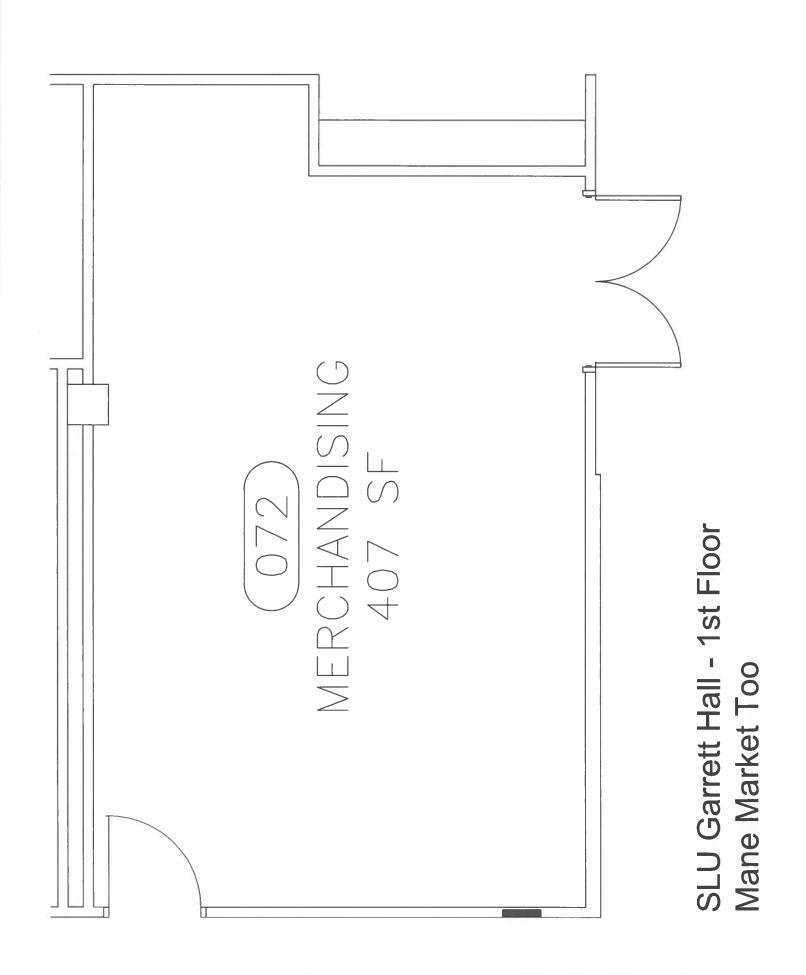
Dining Location Map

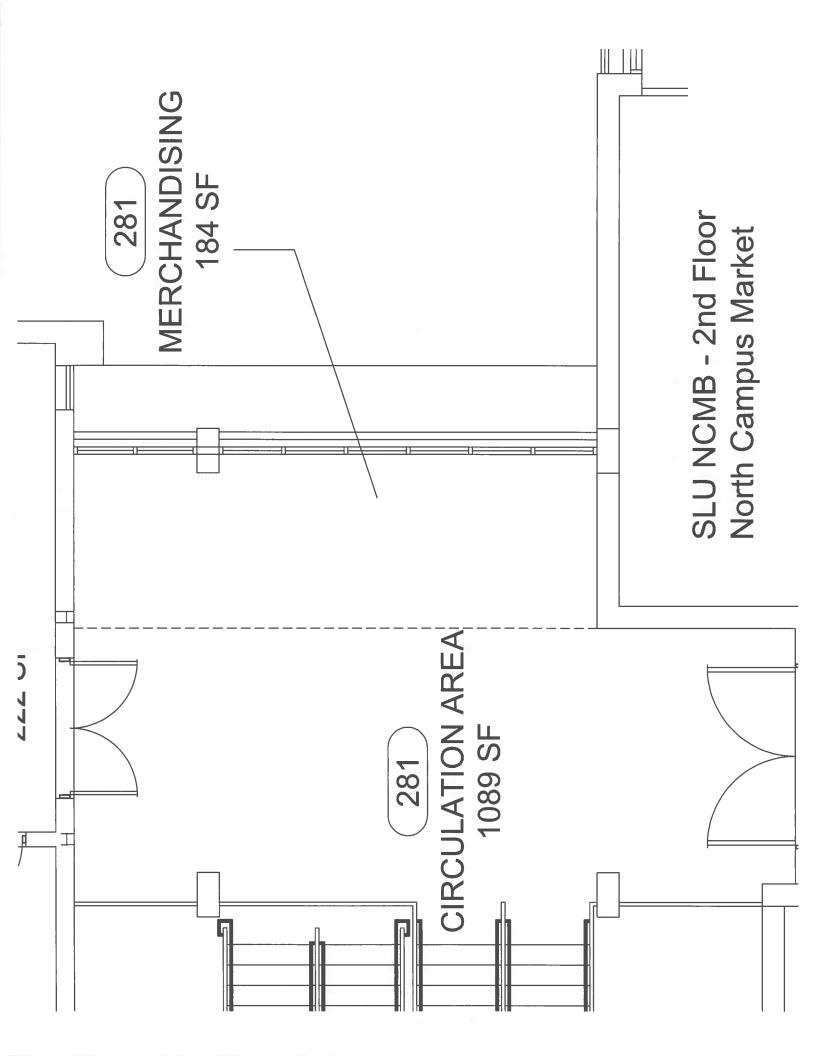
- 1. Mane Market (Louisiana Hall)
- 2. Java City (Sims Memorial Library)
- 3. Student Union
 - a. Lion's Den Food Court (1st floor)
 - Chick-fil-A
 - Panda Express
 - Mooyah
 - Taco Bell
 - Union Market
 - b. Mane Dish Restaurant (2nd floor)
- 4. Student Union Annex
 - a. Starbucks
 - b. Pizza Hut/The Marketplace
- 5. Subway (Tinsely Hall Annex)
- 6. Mane Market Too (Garrett Hall)
- 7. Ascension Market (Ascension Hall)
- 8. Mane Market North (North Campus)

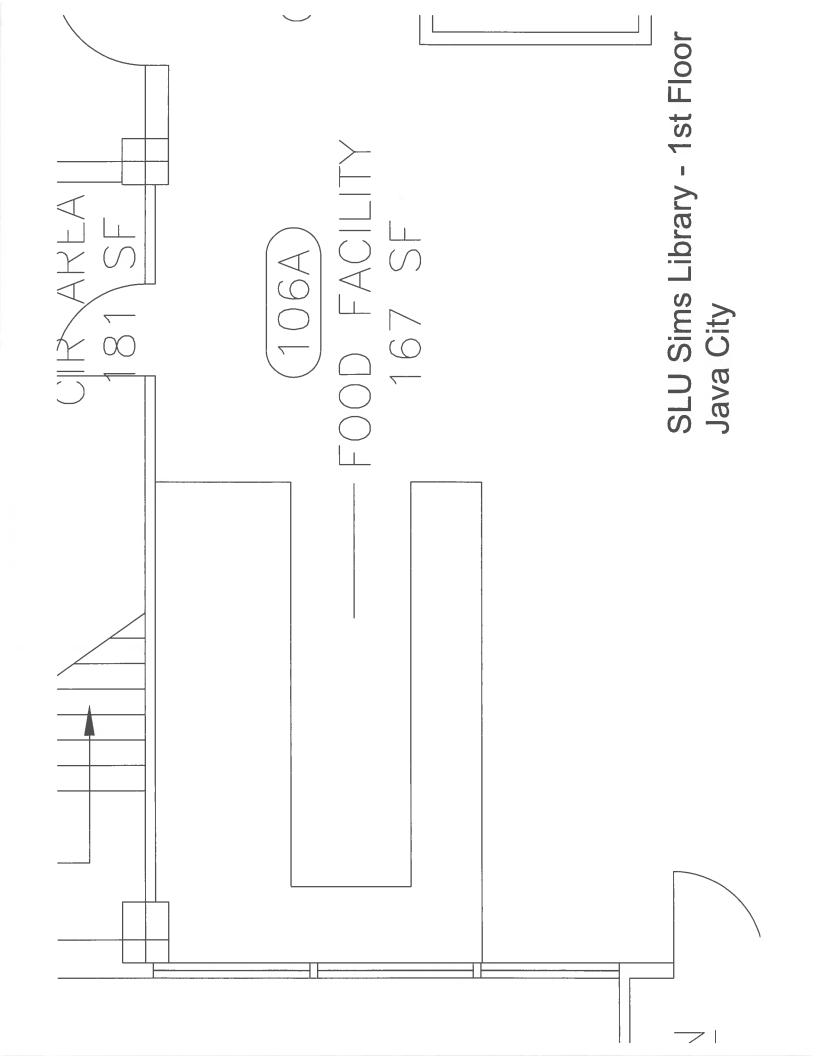


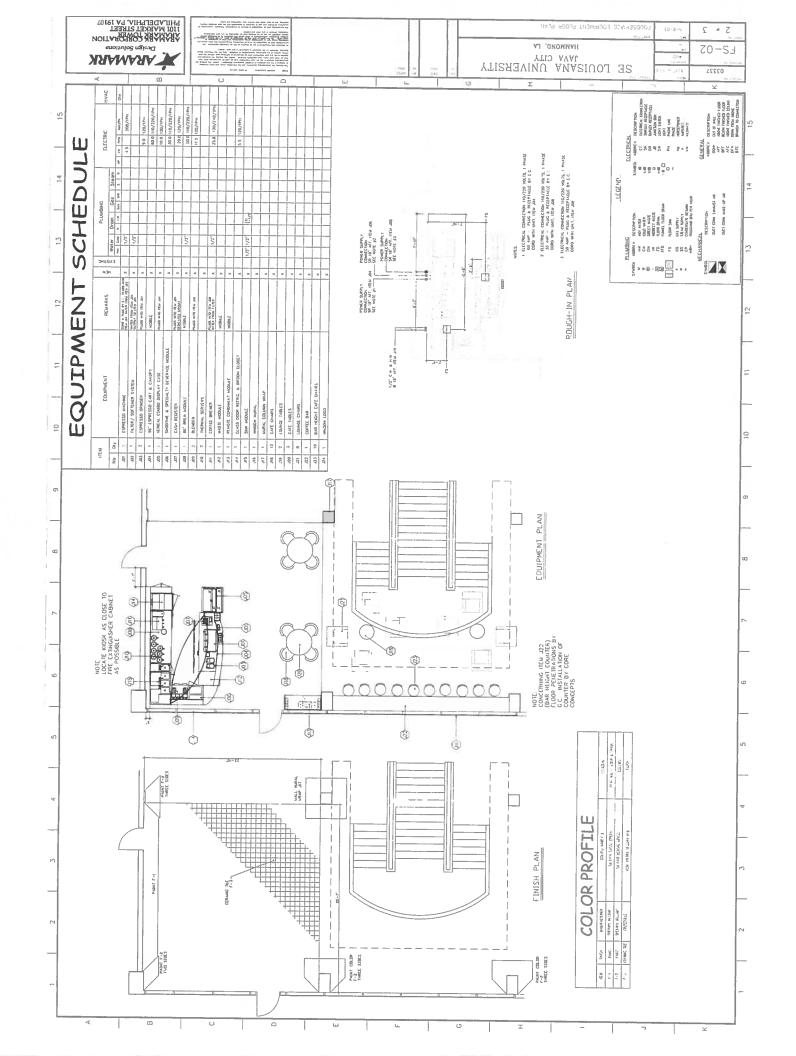


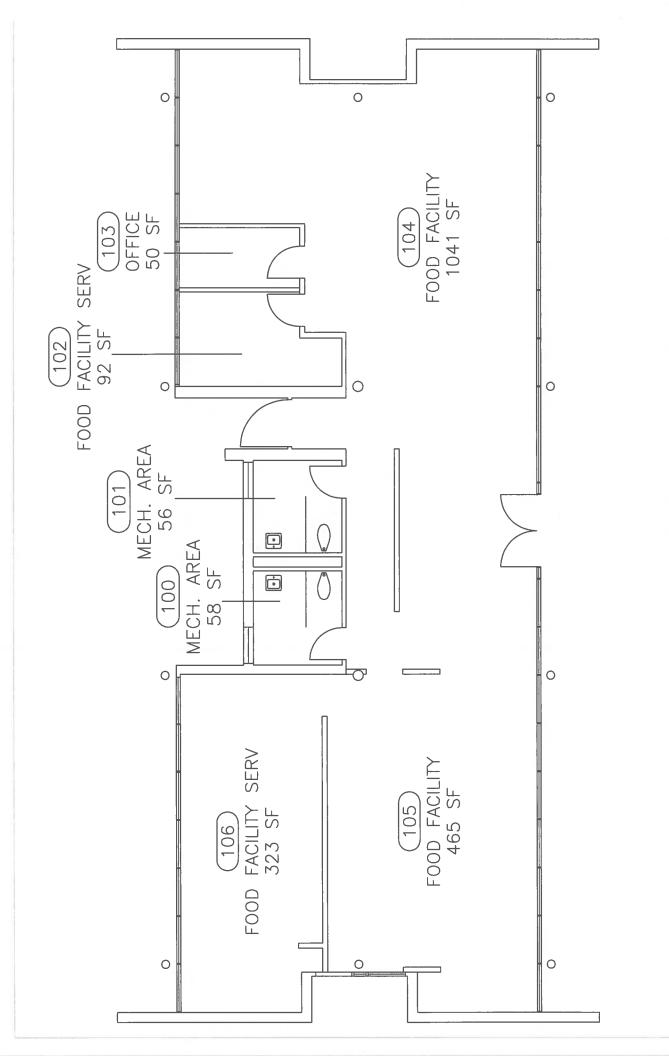








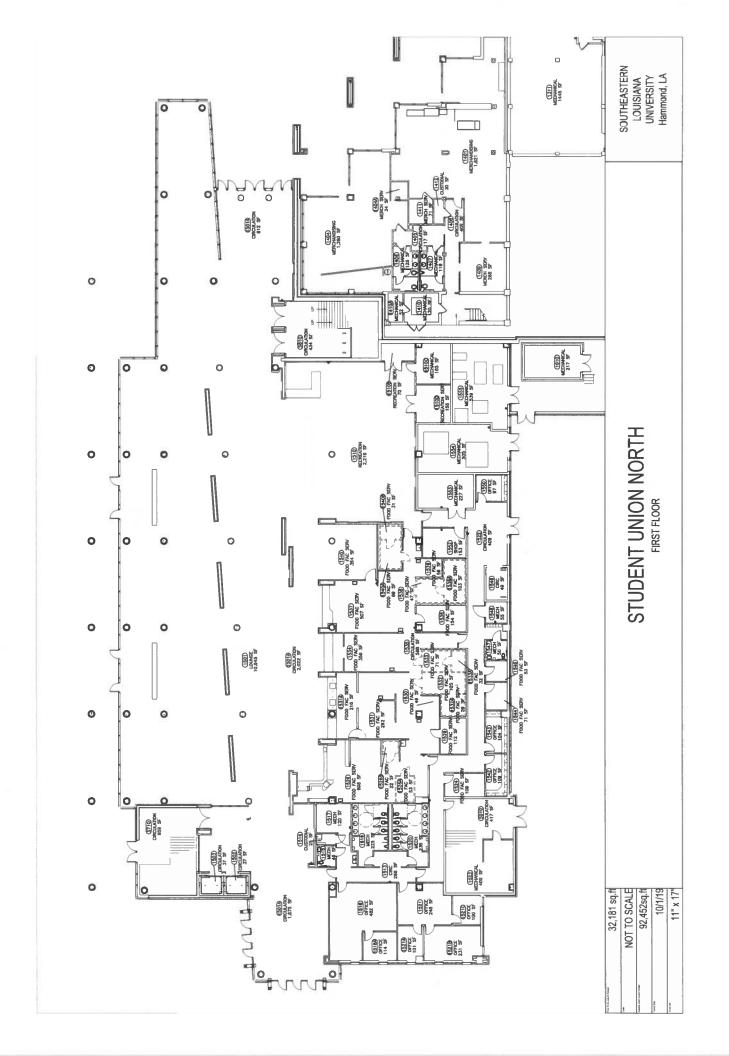


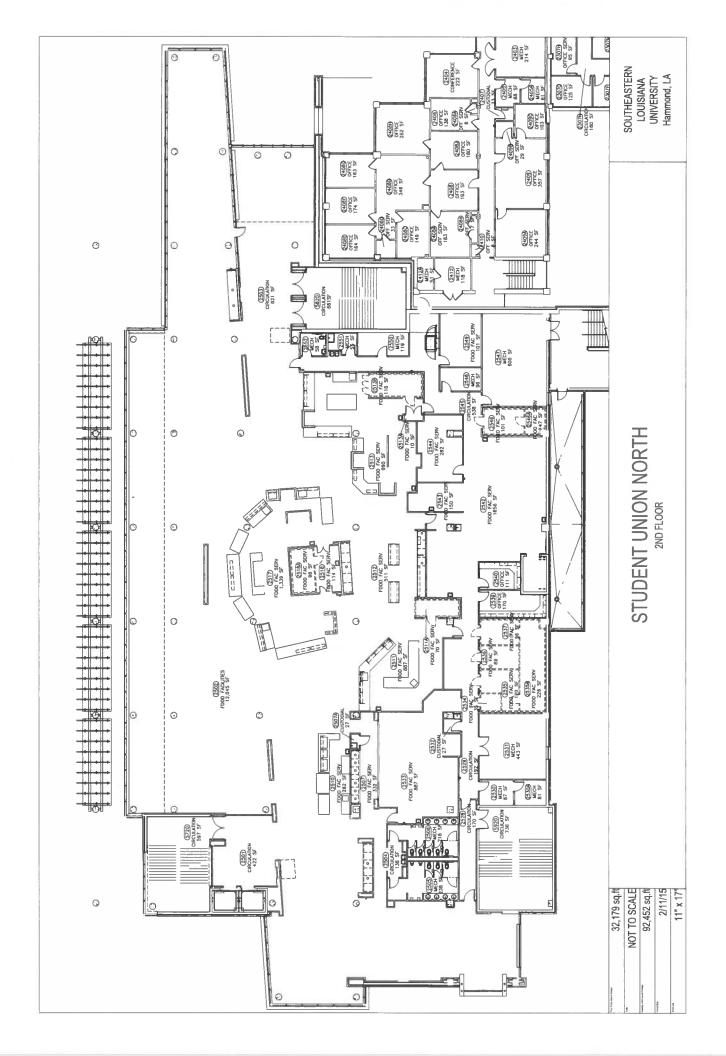


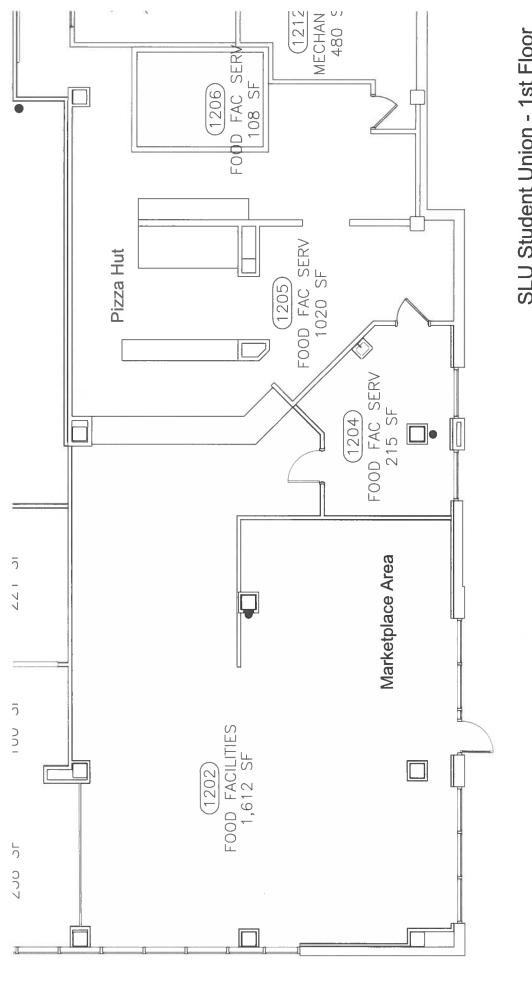
SOUTHEASTERN LOUISIANA UNIVERSITY Hammond, LA

TINSLEY HALL ANNEX

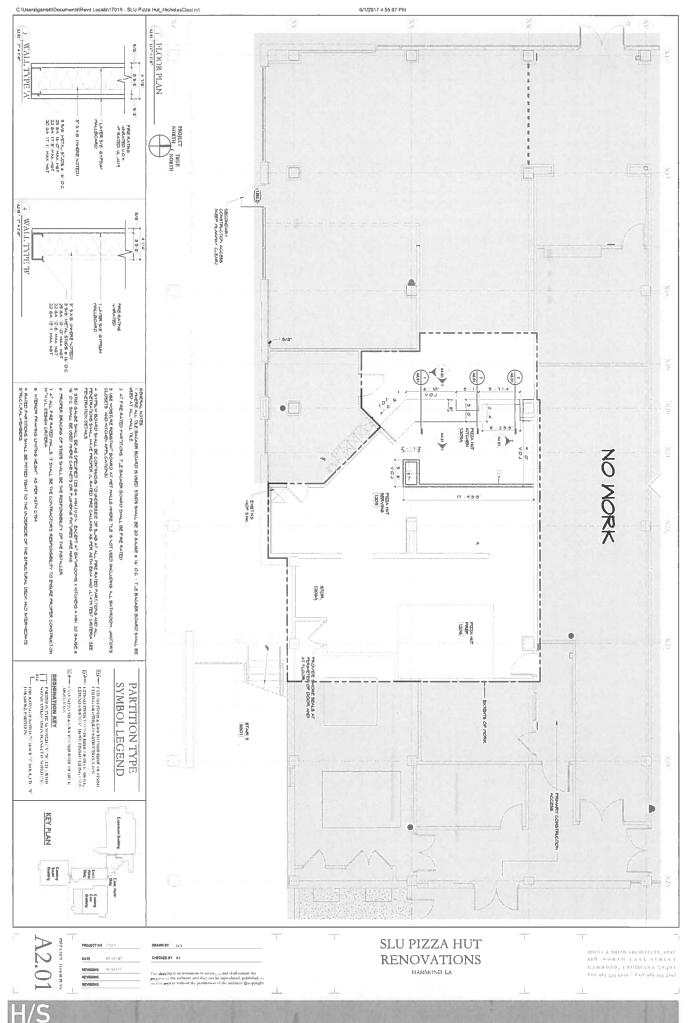
of Larges, Square contrage	2,294 sq.ft
4	1/8" = 1'-0"
iding Greet square fediage	2,294 sq.ft
F Creation Date	10/17/22
ad sign	8 ½" x 11"

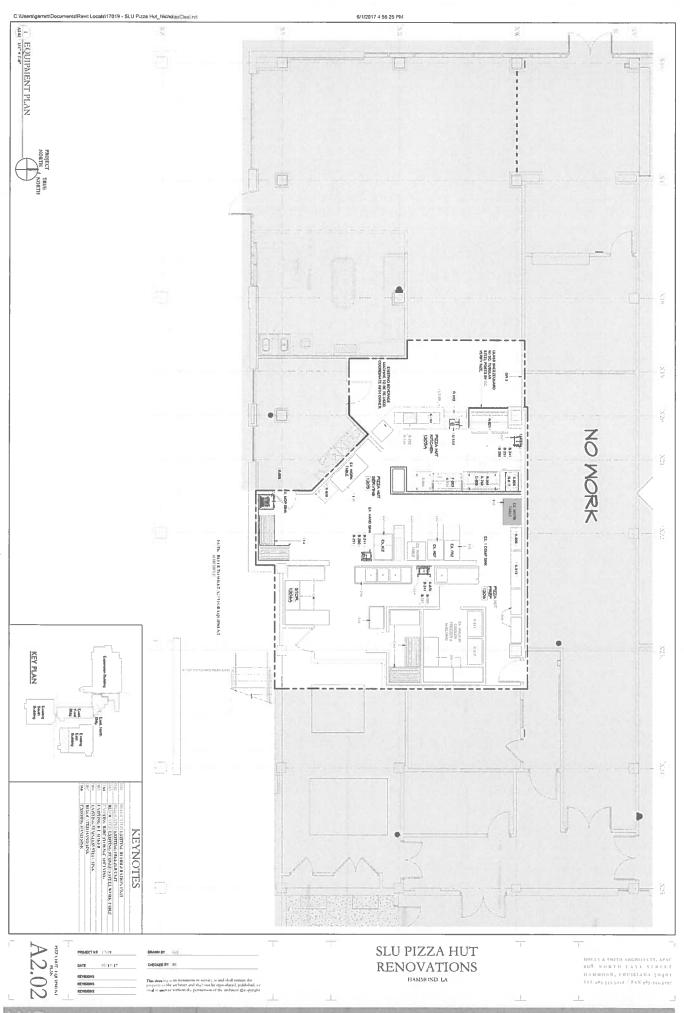






SLU Student Union - 1st Floor Partial Plan





Appendix H

Southeastern Louisiana University Food Services - #26401 Utilities

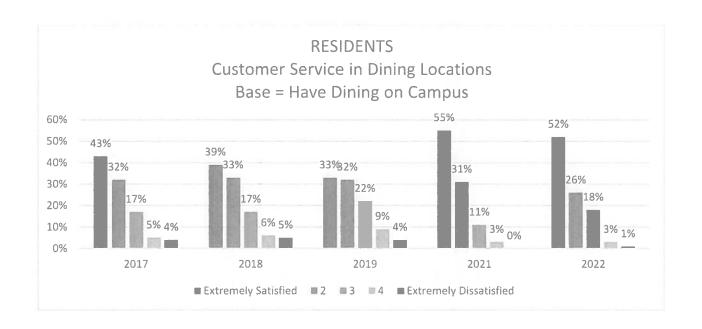
	2013,2014	2014.2015	2015.2016	2016-2017	2017,2018	2018.2019	2010.2020	2020-2021	2021,2022	Throu	Through 9/2022
Electricity	\$ 146,889	\$ 146,889 \$ 226,391	\$ 275,529	\$ 280,925		1.	\$ 235,764	\$ 286,231	\$ 342,497	\$	134,413
Gas	\$ 37,277	\$ 37,277 \$ 20,394	\$ 18,192	\$ 21,398	\$ 21,455	\$ 24,687	\$ 16,960	\$ 28,218	\$ 35,820	ب	15,054
Water	\$ 2,327	\$ 178	\$ 345	\$ 518	\$ 1,463	\$ 2,091	\$ 5,708	\$ 5,748	\$ 6,208		*Amount for July *\$461.00 2022 only
TOTAL	\$ 186,493	186,493 \$ 246,963 \$ 294,066	\$ 294,066	\$ 302,841	302,841 \$ 300,213	<>→	263,446 \$ 258,432	\$ 320,197 \$ 384,525	\$ 384,525	₩	149,467

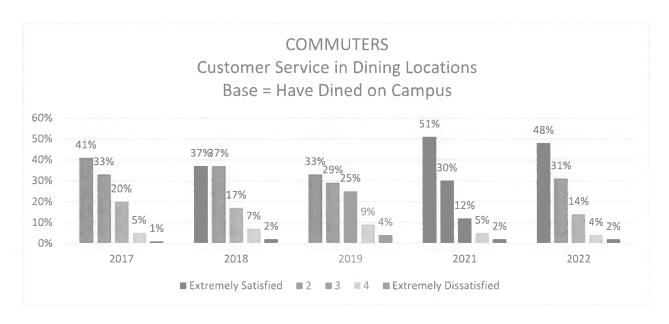
METHODOLOGY STATEMENT

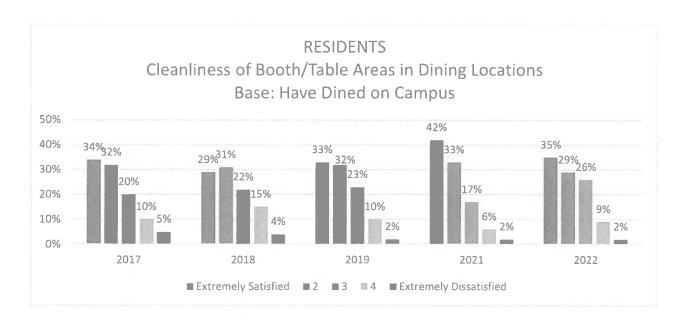
The Auxiliary Services Student Satisfaction Survey is conducted each spring. The sample consists of all resident students and a random sample of 2,500 full-time commuter students. An email invitation is sent to each sample member explaining the purpose of the survey with an offer to win a campus gift card in a random drawing upon completion of the survey. Upon accessing the survey link provided within the email invitation, a pledge to privacy served as the introduction to the survey.

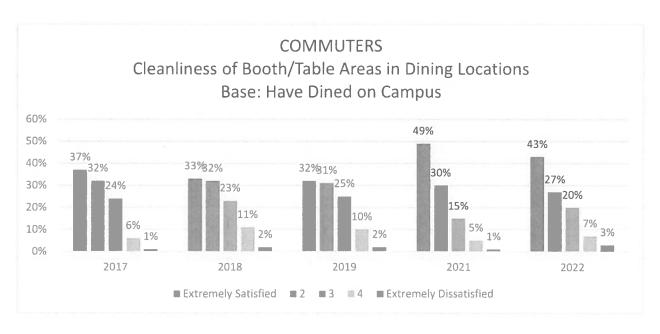
The response rates for each of the five years of data included, was calculated as follows:

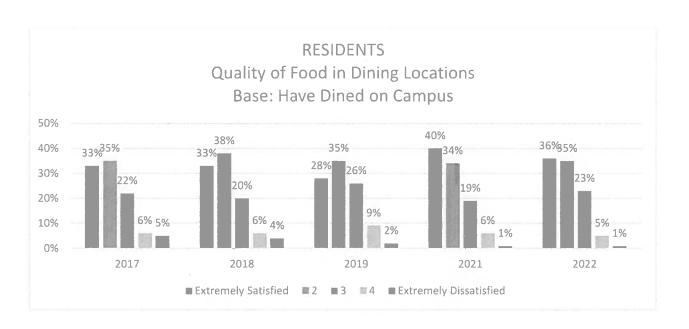
	2017	<u>2018</u>	2019	2021	<u>2022</u>
Survey invitations sent	4,555	4,644	4,853	4,417	4,494
Completed surveys	965	815	1,029	1,079	1,284
Response rate	21%	18%	21%	24%	29%

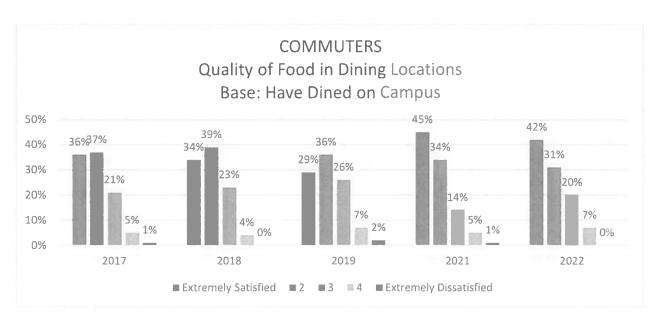


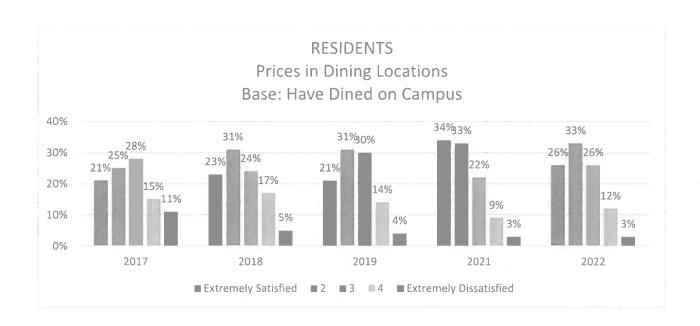


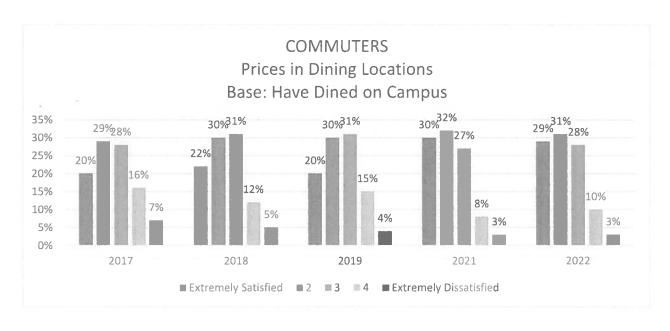


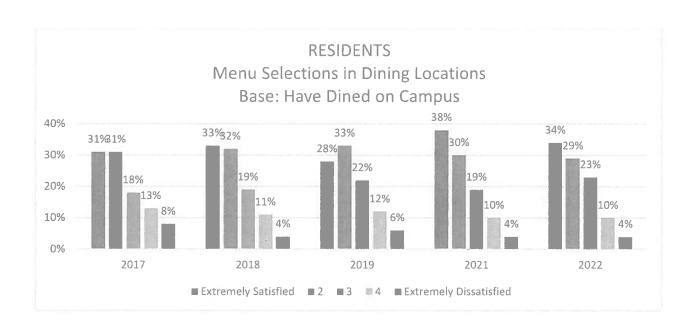


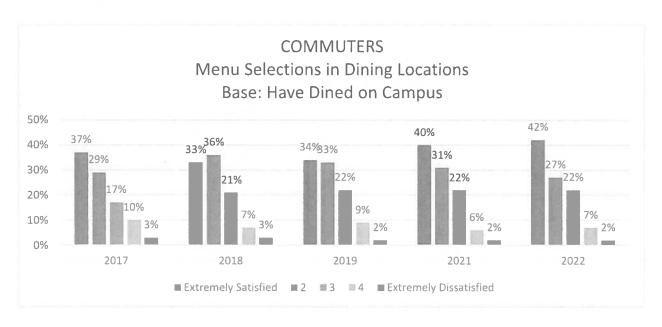


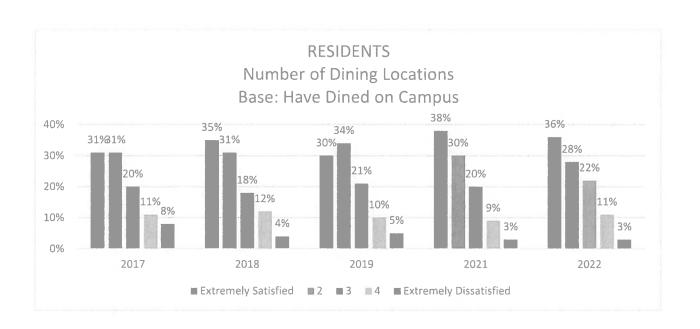


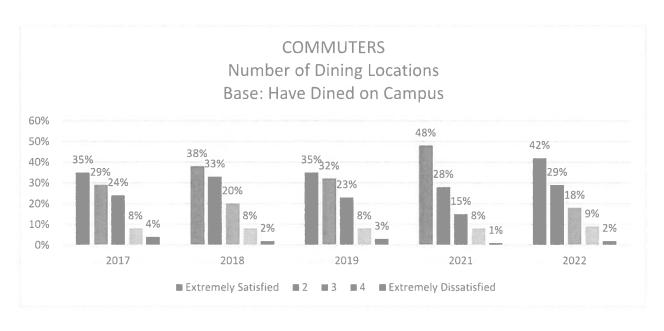












			Favorite Di	ning Location
	Re	esidents		Commuters
	1st	2nd	1st	2nd
2017	Chick-fil-A	Starbucks	Chick-fil-A	Starbucks
2018	Chick-fil-A	Subway Café	Chick-fil-A	Panda Express/Starbucks/Subway Café
2019	Chick-fil-A	Subway Café	Chick-fil-A	Starbucks
2021	Chick-fil-A	Panda Express	Chick-fil-A	Panda Express
2022	Chick-fil-A	Panda Express	Chick-fil-A	Panda Express

	New Product or Service					
	1st	2nd				
	Resi	dents				
2017	Subway	Cane's				
2018	Popeye's	Cane's				
2019	Popeye's	Smoothie King/Smoothies				
2021	Smoothie King/Smoothies	Cane's				
2022	Cane's	Smoothie King/Smoothies				
	Commuters					
2017	Subway	Healthy/Vegan/Organic retail location				
2018	Cane's	Healthy/Vegan/Organic retail location				
2019	Healthy/Vegan/Organic retail location	Smoothie King/Smoothies				
2021	Healthy/Vegan/Organic retail location	Cane's				
2022	Smoothie King/Smoothies	Cane's				